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Note: Addenda information is NOT included with the electronic documents available via electronic file transfer. Only bidder or non-bidder package holders listed with the Caltrans Plans and Bid Documents section as described above will receive addenda information.



**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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# **NOTICE TO CONTRACTORS AND SPECIAL PROVISIONS**

**FOR HIGHWAY PLANTING ON STATE HIGHWAY IN  
SANTA CLARA COUNTY IN SAN JOSE FROM COLEMAN AVENUE TO 0.2 km NORTH OF AIRPORT  
PARKWAY**

**DISTRICT 04, ROUTE 87**

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**For Use in Connection with Standard Specifications Dated JULY 1999, Standard Plans Dated JULY 1999, and Labor  
Surcharge and Equipment Rental Rates.**

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**CONTRACT NO. 04-4874V4**  
**04-SCI-87-10.5/14.3**

**Federal Aid Project**  
**ACNH-S087(017)E**

**Bids Open: November 14, 2000**  
**Dated: September 18, 2000**

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# IMPORTANT SPECIAL NOTICES

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Attention is directed to Section 10-1.01 Order of Work. No work other than propagation work shall be performed within project limits before April 1, 2002.

- The Special Provisions for Federal-aid projects (with and without DBE goals) have been revised to incorporate changes made by new regulations governing the DBE Program (49 CFR Part 26).

Sections 2 and 5 incorporate the changes. Bidders should read these sections to become familiar with them. Attention is directed to the following significant changes:

Section 2, "Disadvantaged Business Enterprise (DBE)" revises the counting of participation by DBE primes, and the counting of trucking performed by DBE firms. The section also revises the information that must be submitted to the Department in order to receive credit for trucking.

Section 2, "Submission of DBE Information" revises the information required to be submitted to the Department to receive credit toward the DBE goal. It also revises the criteria to demonstrate good faith efforts.

Section 5, "Subcontractor and DBE Records" revises the information required to be reported at the end of the project, and information related to trucking that must be submitted throughout the project.

Section 5, "DBE Certification Status" adds new reporting requirements related to DBE certification.

Section 5, "Subcontracting" describes the efforts that must be made in the event a DBE subcontractor is terminated or fails to complete its work for any reason.

Section 5, "Prompt Progress Payment to Subcontractors" requires prompt payment to all subcontractors.

Section 5, "Prompt Payment of Withheld Funds to Subcontractors" requires the prompt payment of retention to all subcontractors.

- **SURETY 2000**

Caltrans is conducting a pilot program in cooperation with Surety 2000, to test electronic bond verification systems. The purpose of the pilot program is to test the use of Surety 2000 for verifying a bidder's bond electronically.

Surety 2000 is an Internet-based surety verification and security system, developed in conjunction with the surety industry. Surety agents may contact Surety 2000 at 1-800-660-3263.

Bidders are encouraged to participate in the pilot program. To participate, the bidder is asked to provide the "Authorization Code" provided by Surety 2000, on a separate sheet, together with the standard bidder's bond required by the specifications. The bidder's surety agent may obtain the "Authorization Code" from Surety 2000.

The Department will use the "Authorization Code" to access the Surety 2000 database, and independently verify the actual bidder's bond and document the functioning of the Surety 2000 system.

"Authorization Codes" will be used only to verify bidder's bonds, and only as part of the pilot program. The use of "Authorization Codes" will not be accepted in lieu of the bidder's bond or other bidder's security required in the specifications during the pilot study.

The function of the Surety 2000 system is to provide an easier way for Contractors to protect their bid security, and to discourage fraud. This system is available to all California admitted sureties and surety agents.

The results of the pilot study will be tabulated, and at some time in the future, the Department may consider accepting electronic bidder's bond verification in lieu of the bidder's bond specified.

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# STANDARD PLANS LIST

The Standard Plan sheets applicable to this contract include, but are not limited to those indicated below. The Revised Standard Plans (RSP) and New Standard Plans (NSP) which apply to this contract are included as individual sheets of the project plans.

A10A	Abbreviations
A10B	Symbols
H1	Planting and Irrigation - Abbreviations
H2	Planting and Irrigation - Symbols
H5	Planting and Irrigation Details
H7	Planting and Irrigation Details
H8	Planting and Irrigation Details
T2	Temporary Crash Cushion, Sand Filled (Shoulder Installations)
RS1	Roadside Signs, Typical Installation Details No. 1
RS2	Roadside Signs - Wood Post, Typical Installation Details No. 2
ES-1A	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-1B	Signal, Lighting and Electrical Systems - Symbols and Abbreviations
ES-3H	Signal, Lighting and Electrical Systems – Irrigation Controller Enclosure Cabinet

Federal Project with DBE Goals (12-01-99)

## DEPARTMENT OF TRANSPORTATION

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## NOTICE TO CONTRACTORS

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**CONTRACT NO. 04-4874V4**

**04-SCI-87-10.5/14.3**

Sealed proposals for the work shown on the plans entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROJECT PLANS FOR HIGHWAY  
PLANTING ON STATE HIGHWAY IN SANTA CLARA COUNTY IN SAN JOSE FROM COLEMAN AVENUE  
TO 0.2 km NORTH OF AIRPORT PARKWAY**

will be received at the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, CA 95814, until 2 o'clock p.m. on November 14, 2000, at which time they will be publicly opened and read in Room 0100 at the same address.

Proposal forms for this work are included in a separate book entitled:

**STATE OF CALIFORNIA; DEPARTMENT OF TRANSPORTATION; PROPOSAL AND CONTRACT FOR  
HIGHWAY PLANTING ON STATE HIGHWAY IN SANTA CLARA COUNTY IN SAN JOSE FROM COLEMAN  
AVENUE TO 0.2 km NORTH OF AIRPORT PARKWAY**

Contract No. 04-4874V4



General work description: Riparian Plant Cultivation, Highway Planting and Irrigation System to be Installed.

This project has a goal of 9 percent disadvantaged business enterprise (DBE) participation.  
No prebid meeting is scheduled for this project.

**THIS PROJECT IS SUBJECT TO THE "BUY AMERICA" PROVISIONS OF THE SURFACE  
TRANSPORTATION ASSISTANCE ACT OF 1982 AS AMENDED BY THE INTERMODAL SURFACE  
TRANSPORTATION EFFICIENCY ACT OF 1991.**

Bids are required for the entire work described herein.

At the time this contract is awarded, the Contractor shall possess either a Class A license or one of the following Class C licenses: C-27.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Project plans, special provisions, and proposal forms for bidding this project can only be obtained at the Department of Transportation, Plans and Bid Documents, Room 0200, MS #26, Transportation Building, 1120 N Street, Sacramento, California 95814, FAX No. (916) 654-7028, Telephone No. (916) 654-4490. Use FAX orders to expedite orders for project plans, special provisions and proposal forms. FAX orders must include credit card charge number, card expiration date and authorizing signature. Project plans, special provisions, and proposal forms may be seen at the above Department of Transportation office and at the offices of the District Directors of Transportation at Irvine, Oakland, and the district in which the work is situated. Standard Specifications and Standard Plans are available through the State of California, Department of Transportation, Publications Unit, 1900 Royal Oaks Drive, Sacramento, CA 95815, Telephone No. (916) 445-3520.

Cross sections for this project are not available.

The successful bidder shall furnish a payment bond and a performance bond.

The Department of Transportation hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids in response to this invitation.

The U.S. Department of Transportation (DOT) provides a toll-free "hotline" service to report bid rigging activities. Bid rigging activities can be reported Mondays through Fridays, between 8:00 a.m. and 5:00 p.m., eastern time, Telephone No. 1-800-424-9071. Anyone with knowledge of possible bid rigging, bidder collusion, or other fraudulent activities should use the "hotline" to report these activities. The "hotline" is part of the DOT's continuing effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General. All information will be treated confidentially and caller anonymity will be respected.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at the Labor Compliance Office at the offices of the District Director of Transportation for the district in which the work is situated, and available from the California Department of Industrial Relations' Internet Web Site at: <http://www.dir.ca.gov>. The Federal minimum wage rates for this project as predetermined by the United States Secretary of Labor are set forth in the books issued for bidding purposes entitled "Proposal and Contract," and in copies of this book that may be examined at the offices described above where project plans, special provisions, and proposal forms may be seen. Addenda to modify the Federal minimum wage rates, if necessary, will be issued to holders of "Proposal and Contract" books. Future effective general prevailing wage rates which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

Attention is directed to the Federal minimum wage rate requirements in the books entitled "Proposal and Contract." If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California Department of Industrial Relations for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The Department will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

DEPARTMENT OF TRANSPORTATION

Deputy Director Transportation Engineering

Dated September 18, 2000

LSB

**COPY OF ENGINEER'S ESTIMATE**  
**(NOT TO BE USED FOR BIDDING PURPOSES)**

**04-4874V4**

Item	Item Code	Item	Unit of Measure	Estimated Quantity
1	020004	LEAD COMPLIANCE PLAN	LS	LUMP SUM
2	074019	PREPARE STORM WATER POLLUTION PREVENTION PLAN	LS	LUMP SUM
3	074020	WATER POLLUTION CONTROL	LS	LUMP SUM
4	018375	TEMPORARY HIGH VISIBILITY BOUNDARY FENCE (TYPE ESA)	M	3810
5 (S)	120090	CONSTRUCTION AREA SIGNS	LS	LUMP SUM
6	200002	ROADSIDE CLEARING	LS	LUMP SUM
7	200110	PREPARE HOLE	EA	6800
8	204001	PLANT (GROUP A)	EA	1400
9	018376	PLANT (GROUP I)(SIZE NO. 1)	EA	2480
10	018377	PLANT (GROUP I)(SIZE NO.2)	EA	1200
11	204007	PLANT (GROUP G)	EA	1720
12	204017	PLANT (GROUP W)	EA	2680
13	204099	PLANT ESTABLISHMENT WORK	LS	LUMP SUM
14	206560	CONTROL AND NEUTRAL CONDUCTORS	LS	LUMP SUM
15	206614	50 MM ELECTRIC REMOTE CONTROL VALVE	EA	33
16	206615	65 MM ELECTRIC REMOTE CONTROL VALVE	EA	9
17	206747	4 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	2
18	206749	8 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1
19	206751	12 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1
20	206756	16 STATION IRRIGATION CONTROLLER (WALL MOUNTED)	EA	1

Item	Item Code	Item	Unit of Measure	Estimated Quantity
21 (F)	208021	50 MM GALVANIZED STEEL PIPE (SUPPLY LINE)	M	98
22 (F)	208249	20 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	9526
23 (F)	208250	25 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	1267
24 (F)	208251	32 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	938
25 (F)	208252	40 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	861
26 (F)	208253	50 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	4589
27 (F)	208254	65 MM PLASTIC PIPE (PR 200) (SUPPLY LINE)	M	2388
28	018379	WATER METER (50 MM)	EA	1
29	018380	WATER METER (75 MM)	EA	1
30	208421	BACKFLOW PREVENTER ASSEMBLY ENCLOSURE	EA	5
31	208435	50 MM BACKFLOW PREVENTER ASSEMBLY	EA	4
32	208436	65 MM BACKFLOW PREVENTER ASSEMBLY	EA	1
33	208482	SPRINKLER (TYPE C-2)	EA	6800
34	208491	50 MM GATE VALVE	EA	14
35	208492	65 MM GATE VALVE	EA	5
36	208512	50 MM WYE STRAINER	EA	12
37	018381	65 MM WYE STRAINER	EA	2
38	208517	20 MM QUICK COUPLING VALVE	EA	8
39 (F)	020005	150 MM ACRYLONITRILE - BUTADIENE - STYRENE (ABS) COMPOSITE PIPE	M	130
40 (S)	860640	IRRIGATION CONTROLLER ENCLOSURE CABINET	EA	5

Item	Item Code	Item	Unit of Measure	Estimated Quantity
41 (S)	860797	ELECTRIC SERVICE (IRRIGATION)	LS	LUMP SUM
42	999990	MOBILIZATION	LS	LUMP SUM

**STATE OF CALIFORNIA**  
**DEPARTMENT OF TRANSPORTATION**

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**SPECIAL PROVISIONS**

**Annexed to Contract No. 04-4874V4**

**SECTION 1. SPECIFICATIONS AND PLANS**

The work embraced herein shall conform to the provisions in the Standard Specifications dated July 1999, and the Standard Plans dated July 1999, of the Department of Transportation insofar as the same may apply, and these special provisions.

Amendments to the Standard Specifications set forth in these special provisions shall be considered as part of the Standard Specifications for the purposes set forth in Section 5-1.04, "Coordination and Interpretation of Plans, Standard Specifications and Special Provisions," of the Standard Specifications. Whenever either the term "Standard Specifications is amended" or the term "Standard Specifications are amended" is used in the special provisions, the indented text or table following the term shall be considered an amendment to the Standard Specifications. In case of conflict between such amendments and the Standard Specifications, the amendments shall take precedence over and be used in lieu of the conflicting portions.

In case of conflict between the Standard Specifications and these special provisions, the special provisions shall take precedence over and shall be used in lieu of the conflicting portions.

**SECTION 2. PROPOSAL REQUIREMENTS AND CONDITIONS**

**2-1.01 GENERAL**

The bidder's attention is directed to the provisions in Section 2, "Proposal Requirements and Conditions," of the Standard Specifications and these special provisions for the requirements and conditions which the bidder must observe in the preparation of the Proposal form and the submission of the bid.

In addition to the subcontractors required to be listed in conformance with Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications, each proposal shall have listed therein the portion of work that will be performed by each subcontractor listed.

The Bidder's Bond form mentioned in the last paragraph in Section 2-1.07, "Proposal Guaranty," of the Standard Specifications will be found following the signature page of the Proposal.

Submit request for substitution of an "or equal" item, and the data substantiating the request to the Department of Transportation, Division Of Construction - Duty Senior, Mail Station: 3 - B, 111 Grand Avenue / P. O. Box 23660, Oakland, Ca 94623-0660, so that the request is received by the Department by close of business on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening.

In conformance with Public Contract Code Section 7106, a Noncollusion Affidavit is included in the Proposal. Signing the Proposal shall also constitute signature of the Noncollusion Affidavit.

The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate. Each subcontract signed by the bidder must include this assurance.

**2-1.015 FEDERAL LOBBYING RESTRICTIONS**

Section 1352, Title 31, United States Code prohibits Federal funds from being expended by the recipient or any lower tier subrecipient of a Federal-aid contract to pay for any person for influencing or attempting to influence a Federal agency or Congress in connection with the awarding of any Federal-aid contract, the making of any Federal grant or loan, or the entering into of any cooperative agreement.

If any funds other than Federal funds have been paid for the same purposes in connection with this Federal-aid contract, the recipient shall submit an executed certification and, if required, submit a completed disclosure form as part of the bid documents.

A certification for Federal-aid contracts regarding payment of funds to lobby Congress or a Federal agency is included in the Proposal. Standard Form - LLL, "Disclosure of Lobbying Activities," with instructions for completion of the Standard Form is also included in the Proposal. Signing the Proposal shall constitute signature of the Certification.

The above-referenced certification and disclosure of lobbying activities shall be included in each subcontract and any lower-tier contracts exceeding \$100,000. All disclosure forms, but not certifications, shall be forwarded from tier to tier until received by the Engineer.

The Contractor, subcontractors and any lower-tier contractors shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affects the accuracy of the information contained in any disclosure form previously filed by the Contractor, subcontractors and any lower-tier contractors. An event that materially affects the accuracy of the information reported includes:

- A. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered Federal action; or
- B. A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; or,
- C. A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

#### **2-1.02 DISADVANTAGED BUSINESS ENTERPRISE (DBE)**

This project is subject to Part 26, Title 49, Code of Federal Regulations entitled "Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs." The Regulations in their entirety are incorporated herein by this reference.

Bidders shall be fully informed respecting the requirements of the Regulations and the Department's Disadvantaged Business Enterprise (DBE) program developed pursuant to the Regulations; particular attention is directed to the following matters:

- A. A DBE must be a small business concern as defined pursuant to Section 3 of U.S. Small Business Act and relevant regulations promulgated pursuant thereto.
- B. A DBE may participate as a prime contractor, subcontractor, joint venture partner with a prime or subcontractor, vendor of material or supplies, or as a trucking company.
- C. A DBE bidder, not bidding as a joint venture with a non-DBE, will be required to document one or a combination of the following:
  - 1. The bidder will meet the goal by performing work with its own forces.
  - 2. The bidder will meet the goal through work performed by DBE subcontractors, suppliers or trucking companies.
  - 3. The bidder, prior to bidding, made adequate good faith efforts to meet the goal.
- D. A DBE joint venture partner must be responsible for specific contract items of work, or portions thereof. Responsibility means actually performing, managing and supervising the work with its own forces. The DBE joint venture partner must share in the capital contribution, control, management, risks and profits of the joint venture. The DBE joint venturer must submit the joint venture agreement with the proposal or the DBE Information form required in the Section entitled "Submission of DBE Information" of these special provisions.
- E. A DBE must perform a commercially useful function, i.e., must be responsible for the execution of a distinct element of the work and must carry out its responsibility by actually performing, managing and supervising the work.
- F. DBEs must be certified by either the California Department of Transportation, or by a participating State of California or local agency which certifies in conformance with Title 49, Code of Federal Regulations, Part 26, as of the date of bid opening. It is the Contractor's responsibility to verify that DBEs are certified. Listings of DBEs certified by the Department are available from the following sources:
  - 1. The Department's DBE Directory, which is published quarterly. This Directory may be obtained from the Department of Transportation, Materiel Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

2. The Department's Electronic Information Bulletin Board Service, which is accessible by modem and is updated weekly. The Bulletin Board may be accessed by first contacting the Department's Business Enterprise Program at Telephone: (916) 227-8937 and obtaining a user identification and password.
3. The Department's web site at <http://www.dot.ca.gov/hq/bep/index.htm>.
4. The organizations listed in the Section entitled "DBE Goal for this Project" of these special provisions.

G. Credit for materials or supplies purchased from DBEs will be as follows:

1. If the materials or supplies are obtained from a DBE manufacturer, 100 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE manufacturer is a firm that operates or maintains a factory or establishment that produces, on the premises, the materials, supplies, articles, or equipment required under the contract and of the general character described by the specifications.
2. If the materials or supplies are purchased from a DBE regular dealer, 60 percent of the cost of the materials or supplies will count toward the DBE goal. A DBE regular dealer is a firm that owns, operates, or maintains a store, warehouse, or other establishment in which the materials, supplies, articles or equipment of the general character described by the specifications and required under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a DBE regular dealer, the firm must be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. A person may be a DBE regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone, or asphalt without owning, operating, or maintaining a place of business as provided in this paragraph G.2. if the person both owns and operates distribution equipment for the products. Any supplementing of regular dealers' own distribution equipment shall be by a long-term lease agreement and not on an ad hoc or contract-by-contract basis. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions are not DBE regular dealers within the meaning of this paragraph G.2.
3. Credit for materials or supplies purchased from a DBE which is neither a manufacturer nor a regular dealer will be limited to the entire amount of fees or commissions charged for assistance in the procurement of the materials and supplies, or fees or transportation charges for the delivery of materials or supplies required on a job site, provided the fees are reasonable and not excessive as compared with fees charged for similar services.

H. Credit for DBE trucking companies will be as follows:

1. The DBE must be responsible for the management and supervision of the entire trucking operation for which it is responsible on a particular contract, and there cannot be a contrived arrangement for the purpose of meeting the DBE goal.
2. The DBE must itself own and operate at least one fully licensed, insured, and operational truck used on the contract.
3. The DBE receives credit for the total value of the transportation services it provides on the contract using trucks it owns, insures, and operates using drivers it employs.
4. The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE who leases trucks from another DBE receives credit for the total value of the transportation services the lessee DBE provides on the contract.
5. The DBE may also lease trucks from a non-DBE firm, including an owner-operator. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The DBE does not receive credit for the total value of the transportation services provided by the lessee, since these services are not provided by a DBE.
6. For the purposes of this paragraph H, a lease must indicate that the DBE has exclusive use of and control over the truck. This does not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, so long as the lease gives the DBE absolute priority for use of the leased truck. Leased trucks must display the name and identification number of the DBE.

- I. Noncompliance by the Contractor with the requirements of the regulations constitutes a breach of this contract and may result in termination of the contract or other appropriate remedy for a breach of this contract.
- J. Bidders are encouraged to use services offered by financial institutions owned and controlled by DBEs.

## 2-1.02A DBE GOAL FOR THIS PROJECT

The Department has established the following goal for Disadvantaged Business Enterprise (DBE) participation for this project:



Disadvantaged Business Enterprise (DBE): 9 percent

Bidders may use the services of the following firms to contact interested DBEs. These firms are available to assist DBEs in preparing bids for subcontracting or supplying materials.

The following firms may be contacted for projects in the following locations:

Districts 04, 05 (except San Luis Obispo and Santa Barbara Counties), 06 (except Kern County) and 10:	Districts 08, 11 and 12:
Triaxial Management Services, Inc. - Oakland  1545 Willow Street, 1st Floor Oakland, CA 94607 Telephone - (510) 286-1313 FAX No. - (510) 286-6792	Triaxial Management Services, Inc. - San Diego 2725 Congress Street, Suite 1-D San Diego, CA 92110 Telephone - (619) 543-5109 FAX No. - (619) 543-5108
Districts 07 and 08; in San Luis Obispo and Santa Barbara Counties in District 05; and in Kern County in District 06:	Districts 01, 02, 03 and 09:
Triaxial Management Services, Inc. - Los Angeles 2594 Industry Way, Suite 101 Lynwood, CA 90262 Telephone - (310) 537-6677 FAX No. - (310) 637-0128	Triaxial Management Services, Inc. - Sacramento 930 Alhambra Blvd., #205 Sacramento, CA 95816 Telephone - (916) 553-4172 FAX No. - (916) 553-4173

## 2-1.02B SUBMISSION OF DBE INFORMATION

The required DBE information shall be submitted on the "CALTRANS BIDDER - DBE INFORMATION" form included in the Proposal. If the DBE information is not submitted with the bid, the DBE Information form shall be removed from the documents prior to submitting the bid.

It is the bidder's responsibility to make enough work available to DBEs and to select those portions of the work or material needs consistent with the available DBEs to meet the goal for DBE participation or to provide information to establish that, prior to bidding, the bidder made adequate good faith efforts to do so.

If DBE information is not submitted with the bid, the apparent successful bidder (low bidder), the second low bidder and the third low bidder shall submit DBE information to the Department of Transportation, 1120 N Street, Room 0200, MS #26, Sacramento, California 95814 so the information is received by the Department no later than 4:00 p.m. on the fourth day, not including Saturdays, Sundays and legal holidays, following bid opening. DBE information sent by U.S. Postal Service certified mail with return receipt and certificate of mailing and mailed on or before the third day, not including Saturdays, Sundays and legal holidays, following bid opening will be accepted even if it is received after the fourth day following bid opening. Failure to submit the required DBE information by the time specified will be grounds for finding the bid or proposal nonresponsive. Other bidders need not submit DBE information unless requested to do so by the Department.

The bidder's DBE information shall establish that good faith efforts to meet the DBE goal have been made. To establish good faith efforts, the bidder shall demonstrate that the goal will be met or that, prior to bidding, adequate good faith efforts to meet the goal were made.

Bidders are cautioned that even though their submittal indicates they will meet the stated DBE goal, their submittal should also include their adequate good faith efforts information along with their DBE goal information to protect their eligibility for award of the contract in the event the Department, in its review, finds that the goal has not been met.

The bidder's DBE information shall include the names, addresses and phone numbers of DBE firms that will participate, with a complete description of work or supplies to be provided by each, the dollar value of each DBE transaction, and a written confirmation from the DBE that it is participating in the contract. A copy of the DBE's quote will serve as written confirmation that the DBE is participating in the contract. When 100 percent of a contract item of work is not to be performed or furnished by a DBE, a description of the exact portion of that work to be performed or furnished by that DBE shall be included in the DBE information, including the planned location of that work. The work that a DBE prime

contractor has committed to performing with its own forces as well as the work that it has committed to be performed by DBE subcontractors, suppliers and trucking companies will count toward the goal.

The information necessary to establish the bidder's adequate good faith efforts to meet the DBE goal should include:

- A. The names and dates of each publication in which a request for DBE participation for this project was placed by the bidder.
- B. The names and dates of written notices sent to certified DBEs soliciting bids for this project and the dates and methods used for following up initial solicitations to determine with certainty whether the DBEs were interested.
- C. The items of work which the bidder made available to DBE firms, including, where appropriate, any breaking down of the contract work items (including those items normally performed by the bidder with its own forces) into economically feasible units to facilitate DBE participation. It is the bidder's responsibility to demonstrate that sufficient work to meet the DBE goal was made available to DBE firms.
- D. The names, addresses and phone numbers of rejected DBE firms, the firms selected for that work, and the reasons for the bidder's choice.
- E. Efforts made to assist interested DBEs in obtaining bonding, lines of credit or insurance, and any technical assistance or information related to the plans, specifications and requirements for the work which was provided to DBEs.
- F. Efforts made to assist interested DBEs in obtaining necessary equipment, supplies, materials, or related assistance or services, excluding supplies and equipment the DBE subcontractor purchases or leases from the prime contractor or its affiliate.
- G. The names of agencies contacted to provide assistance in contacting, recruiting and using DBE firms.
- H. Any additional data to support a demonstration of good faith efforts.

### **SECTION 3. AWARD AND EXECUTION OF CONTRACT**

The bidder's attention is directed to the provisions in Section 3, "Award and Execution of Contract," of the Standard Specifications and these special provisions for the requirements and conditions concerning award and execution of contract.

The award of the contract, if it be awarded, will be to the lowest responsible bidder whose proposal complies with all the requirements prescribed and who has met the goal for DBE participation or has demonstrated, to the satisfaction of the Department, adequate good faith efforts to do so. Meeting the goal for DBE participation or demonstrating, to the satisfaction of the Department, adequate good faith efforts to do so is a condition for being eligible for award of contract.

A "Payee Data Record" form will be included in the contract documents to be executed by the successful bidder. The purpose of the form is to facilitate the collection of taxpayer identification data. The form shall be completed and returned to the Department by the successful bidder with the executed contract and contract bonds. For the purposes of the form, payee shall be deemed to mean the successful bidder. The form is not to be completed for subcontractors or suppliers. Failure to complete and return the "Payee Data Record" form to the Department as provided herein will result in the retention of 31 percent of payments due the contractor and penalties of up to \$20,000. This retention of payments for failure to complete the "Payee Data Record" form is in addition to any other retention of payments due the Contractor.

### **SECTION 4. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES**

Attention is directed to the provisions in Section 8-1.03, "Beginning of Work," in Section 8-1.06, "Time of Completion," and in Section 8-1.07, "Liquidated Damages," of the Standard Specifications and these special provisions.

The Contractor shall begin work within 15 calendar days after the contract has been approved by the Attorney General or the attorney appointed and authorized to represent the Department of Transportation.

The work shall be diligently prosecuted to completion before the expiration of

#### **1250 WORKING DAYS**

beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the State of California the sum of \$250 per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

**SECTION 5. GENERAL**  
**SECTION 5-1. MISCELLANEOUS**

**5-1.01 PLANS AND WORKING DRAWINGS**

When the specifications require working drawings to be submitted to the Division of Structure Design, the drawings shall be submitted to: Division of Structure Design, Documents Unit, Mail Station 9, 1801 30th Street, Sacramento, CA 95816, Telephone 916 227-8252.

**5-1.015 LABORATORY**

When a reference is made in the specifications to the "Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations of the Department of Transportation, or established laboratories of the various Districts of the Department, or other laboratories authorized by the Department to test materials and work involved in the contract. When a reference is made in the specifications to the "Transportation Laboratory," the reference shall mean the Division of Materials Engineering and Testing Services and the Division of Structural Foundations, located at 5900 Folsom Boulevard, Sacramento, CA 95819, Telephone (916) 227-7000.

**5-1.017 CONTRACT BONDS**

Attention is directed to Section 3-1.02, "Contract Bonds," of the Standard Specifications and these special provisions. The payment bond shall be in a sum not less than the following:

- A. One hundred percent of the total amount payable by the terms of the contract when the total amount payable does not equal or exceed five million dollars (\$5,000,000).
- B. Fifty percent of the total amount payable by the terms of the contract when the total amount payable is not less than five million dollars (\$5,000,000) and does not exceed ten million dollars (\$10,000,000).
- C. Twenty-five percent of the total amount payable by the terms of the contract when the total amount payable exceeds ten million dollars (\$10,000,000).

**5-1.02 LABOR NONDISCRIMINATION**

Attention is directed to the following Notice that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations.

**NOTICE OF REQUIREMENT FOR NONDISCRIMINATION PROGRAM**  
**(GOV. CODE, SECTION 12990)**

Your attention is called to the "Nondiscrimination Clause", set forth in Section 7-1.01A(4), "Labor Nondiscrimination," of the Standard Specifications, which is applicable to all nonexempt State contracts and subcontracts, and to the "Standard California Nondiscrimination Construction Contract Specifications" set forth therein. The specifications are applicable to all nonexempt State construction contracts and subcontracts of \$5000 or more.

**5-1.03 INTEREST ON PAYMENTS**

Interest shall be payable on progress payments, payments after acceptance, final payments, extra work payments, and claim payments as follows:

- A. Unpaid progress payments, payment after acceptance, and final payments shall begin to accrue interest 30 days after the Engineer prepares the payment estimate.
- B. Unpaid extra work bills shall begin to accrue interest 30 days after preparation of the first pay estimate following receipt of a properly submitted and undisputed extra work bill. To be properly submitted, the bill must be submitted within 7 days of the performance of the extra work and in conformance with the provisions in Section 9-1.03C, "Records," and Section 9-1.06, "Partial Payments," of the Standard Specifications. An undisputed extra work bill not submitted within 7 days of performance of the extra work will begin to accrue interest 30 days after the preparation of the second pay estimate following submittal of the bill.
- C. The rate of interest payable for unpaid progress payments, payments after acceptance, final payments, and extra work payments shall be 10 percent per annum.
- D. The rate of interest payable on a claim, protest or dispute ultimately allowed under this contract shall be 6 percent per annum. Interest shall begin to accrue 61 days after the Contractor submits to the Engineer information in sufficient detail to enable the Engineer to ascertain the basis and amount of said claim, protest or dispute.

The rate of interest payable on any award in arbitration shall be 6 percent per annum if allowed under the provisions of Civil Code Section 3289.

#### 5-1.04 PUBLIC SAFETY

The Contractor shall provide for the safety of traffic and the public in conformance with the provisions in Section 7-1.09, "Public Safety," of the Standard Specifications and these special provisions.

The Contractor shall install temporary railing (Type K) between a lane open to public traffic and an excavation, obstacle or storage area when the following conditions exist:

- A. Excavations.—The near edge of the excavation is 3.6 m or less from the edge of the lane, except:
  - 1. Excavations covered with sheet steel or concrete covers of adequate thickness to prevent accidental entry by traffic or the public.
  - 2. Excavations less than 0.3-m deep.
  - 3. Trenches less than 0.3-m wide for irrigation pipe or electrical conduit, or excavations less than 0.3-m in diameter.
  - 4. Excavations parallel to the lane for the purpose of pavement widening or reconstruction.
  - 5. Excavations in side slopes, where the slope is steeper than 1:4 (vertical:horizontal).
  - 6. Excavations protected by existing barrier or railing.
- B. Temporarily Unprotected Permanent Obstacles.—The work includes the installation of a fixed obstacle together with a protective system, such as a sign structure together with protective railing, and the Contractor elects to install the obstacle prior to installing the protective system; or the Contractor, for the Contractor's convenience and with permission of the Engineer, removes a portion of an existing protective railing at an obstacle and does not replace such railing complete in place during the same day.
- C. Storage Areas.—Material or equipment is stored within 3.6 m of the lane and the storage is not otherwise prohibited by the provisions of the Standard Specifications and these special provisions.

The approach end of temporary railing (Type K), installed in conformance with the provisions in this section "Public Safety" and in Section 7-1.09, "Public Safety," of the Standard Specifications, shall be offset a minimum of 4.6 m from the edge of the traffic lane open to public traffic. The temporary railing shall be installed on a skew toward the edge of the traffic lane of not more than 0.3-m transversely to 3 m longitudinally with respect to the edge of the traffic lane. If the 4.6-m minimum offset cannot be achieved, the temporary railing shall be installed on the 10 to 1 skew to obtain the maximum available offset between the approach end of the railing and the edge of the traffic lane, and an array of temporary crash cushion modules shall be installed at the approach end of the temporary railing.

Temporary railing (Type K) shall conform to the provisions in Section 12-3.08, "Temporary Railing (Type K)," of the Standard Specifications. Temporary railing (Type K), conforming to the details shown on 1999 Standard Plan T3, may be used. Temporary railing (Type K) fabricated prior to January 1, 1993, and conforming to 1988 Standard Plan B11-30 may be used, provided the fabrication date is printed on the required Certificate of Compliance.

Temporary crash cushion modules shall conform to the provisions in "Temporary Crash Cushion Module" of these special provisions.

Except for installing, maintaining and removing traffic control devices, whenever work is performed or equipment is operated in the following work areas, the Contractor shall close the adjacent traffic lane unless otherwise provided in the Standard Specifications and these special provisions:

Approach Speed of Public Traffic (Posted Limit) (Kilometers Per Hour)	Work Areas
Over 72 (45 Miles Per Hour)	Within 1.8 m of a traffic lane but not on a traffic lane
56 to 72 (35 to 45 Miles Per Hour)	Within 0.9-m of a traffic lane but not on a traffic lane

The lane closure provisions of this section shall not apply if the work area is protected by permanent or temporary railing or barrier.

When traffic cones or delineators are used to delineate a temporary edge of a traffic lane, the line of cones or delineators shall be considered to be the edge of the traffic lane, however, the Contractor shall not reduce the width of an existing lane to less than 3 m without written approval from the Engineer.

When work is not in progress on a trench or other excavation that required closure of an adjacent lane, the traffic cones or portable delineators used for the lane closure shall be placed off of and adjacent to the edge of the traveled way. The spacing of the cones or delineators shall be not more than the spacing used for the lane closure.

Suspended loads or equipment shall not be moved nor positioned over public traffic or pedestrians.

Full compensation for conforming to the provisions in this section "Public Safety," including furnishing and installing temporary railing (Type K) and temporary crash cushion modules, shall be considered as included in the contract prices paid for the various items of work involved and no additional compensation will be allowed therefor.

#### **5-1.05 SURFACE MINING AND RECLAMATION ACT**

Attention is directed to the Surface Mining and Reclamation Act of 1975, commencing in Public Resources Code, Mining and Geology, Section 2710, which establishes regulations pertinent to surface mining operations.

Material from mining operations furnished for this project shall only come from permitted sites in compliance with the Surface Mining and Reclamation Act of 1975.

The requirements of this section shall apply to materials furnished for the project, except for acquisition of materials in conformance with the provisions in Section 4-1.05, "Use of Materials Found on the Work," of the Standard Specifications.

#### **5-1.06 REMOVAL OF ASBESTOS AND HAZARDOUS SUBSTANCES**

When the presence of asbestos or hazardous substances are not shown on the plans or indicated in the specifications and the Contractor encounters materials which the Contractor reasonably believes to be asbestos or a hazardous substance as defined in Section 25914.1 of the Health and Safety Code, and the asbestos or hazardous substance has not been rendered harmless, the Contractor may continue work in unaffected areas reasonably believed to be safe. The Contractor shall immediately cease work in the affected area and report the condition to the Engineer in writing.

In conformance with Section 25914.1 of the Health and Safety Code, removal of asbestos or hazardous substances including exploratory work to identify and determine the extent of the asbestos or hazardous substance will be performed by separate contract.

If delay of work in the area delays the current controlling operation, the delay will be considered a right of way delay and the Contractor will be compensated for the delay in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

#### **5-1.07 YEAR 2000 COMPLIANCE**

This contract is subject to Year 2000 Compliance for automated devices in the State of California.

Year 2000 compliance for automated devices in the State of California is achieved when embedded functions have or create no logical or mathematical inconsistencies when dealing with dates prior to and beyond 1999. The year 2000 is recognized and processed as a leap year. The product shall operate accurately in the manner in which the product was intended for date operation without requiring manual intervention.

The Contractor shall provide the Engineer a Certificate of Compliance from the manufacturer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for all automated devices furnished for the project.

#### **5-1.075 BUY AMERICA REQUIREMENTS**

Attention is directed to the "Buy America" requirements of the Surface Transportation Assistance Act of 1982 (Section 165) and the Intermodal Surface Transportation Efficiency Act of 1991 (ISTEA) Sections 1041(a) and 1048(a), and the regulations adopted pursuant thereto. In conformance with the law and regulations, all manufacturing processes for steel and iron materials furnished for incorporation into the work on this project shall occur in the United States; with the exception that pig iron and processed, pelletized and reduced iron ore manufactured outside of the United States may be used in the domestic manufacturing process for such steel and iron materials. The application of coatings, such as epoxy coating, galvanizing, painting, and other coatings that protect or enhance the value of steel or iron materials shall be considered a manufacturing process subject to the "Buy America" requirements.

A Certificate of Compliance conforming to the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications shall be furnished for steel and iron materials. The certificates, in addition to certifying that the materials comply with the specifications, shall specifically certify that all manufacturing processes for the materials occurred in the United States, except for the above exceptions.

The requirements imposed by the law and regulations do not prevent a minimal use of foreign steel and iron materials if the total combined cost of the materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2500, whichever is greater. The Contractor shall furnish the Engineer acceptable documentation of the quantity and value of the foreign steel and iron prior to incorporating the materials into the work.

#### **5-1.08 SUBCONTRACTOR AND DBE RECORDS**

The Contractor shall maintain records showing the name and business address of each first-tier subcontractor. The records shall also show the name and business address of every DBE subcontractor, DBE vendor of materials and DBE

trucking company, regardless of tier. The records shall show the date of payment and the total dollar figure paid to all of these firms. DBE prime contractors shall also show the date of work performed by their own forces along with the corresponding dollar value of the work.

Upon completion of the contract, a summary of these records shall be prepared on Form CEM-2402 (F) and certified correct by the Contractor or the Contractor's authorized representative, and shall be furnished to the Engineer. The form shall be furnished to the Engineer within 90 days from the date of contract acceptance. \$10,000 will be withheld from payment until the Form CEM-2402 (F) is submitted. The amount will be returned to the Contractor when a satisfactory Form CEM-2402 (F) is submitted.

Prior to the fifteenth of each month, the Contractor shall submit documentation to the Engineer showing the amount paid to DBE trucking companies listed in the Contractor's DBE information. This monthly documentation shall indicate the portion of the revenue paid to DBE trucking companies which is claimed toward DBE participation. The Contractor shall also obtain and submit documentation to the Engineer showing the amount paid by DBE trucking companies to all firms, including owner-operators, for the leasing of trucks. The DBE who leases trucks from a non-DBE is entitled to credit only for the fee or commission it receives as a result of the lease arrangement. The records must confirm that the amount of credit claimed toward DBE participation conforms with Section 2-1.02, "Disadvantaged Business Enterprise," of these special provisions.

The Contractor shall also obtain and submit documentation to the Engineer showing the truck number, owner's name, California Highway Patrol CA number, and if applicable, the DBE certification number of the owner of the truck for all trucks used during that month for which DBE participation will be claimed. This documentation shall be submitted on Form CEM-2404 (F).

#### **5-1.083 DBE CERTIFICATION STATUS**

If a DBE subcontractor is decertified during the life of the project, the decertified subcontractor shall notify the Contractor in writing with the date of decertification. If a subcontractor becomes a certified DBE during the life of the project, the subcontractor shall notify the Contractor in writing with the date of certification. The Contractor shall furnish the written documentation to the Engineer.

Upon completion of the contract, Form CEM-2403 (F) indicating the DBE's existing certification status shall be signed and certified correct by the Contractor. The certified form shall be furnished to the Engineer within 90 days from the date of contract acceptance.

#### **5-1.086 PERFORMANCE OF DBE SUBCONTRACTORS AND SUPPLIERS**

The DBEs listed by the Contractor in response to the provisions in Section 2-1.02B, "Submission of DBE Information," and Section 3, "Award and Execution of Contract," of these special provisions, which are determined by the Department to be certified DBEs, shall perform the work and supply the materials for which they are listed, unless the Contractor has received prior written authorization to perform the work with other forces or to obtain the materials from other sources.

Authorization to use other forces or sources of materials may be requested for the following reasons:

- A. The listed DBE, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract, when such written contract, based upon the general terms, conditions, plans and specifications for the project, or on the terms of such subcontractor's or supplier's written bid, is presented by the Contractor.
- B. The listed DBE becomes bankrupt or insolvent.
- C. The listed DBE fails or refuses to perform the subcontract or furnish the listed materials.
- D. The Contractor stipulated that a bond was a condition of executing a subcontract and the listed DBE subcontractor fails or refuses to meet the bond requirements of the Contractor.
- E. The work performed by the listed subcontractor is substantially unsatisfactory and is not in substantial conformance with the plans and specifications, or the subcontractor is substantially delaying or disrupting the progress of the work.
- F. It would be in the best interest of the State.

The Contractor shall not be entitled to any payment for such work or material unless it is performed or supplied by the listed DBE or by other forces (including those of the Contractor) pursuant to prior written authorization of the Engineer.

#### **5-1.09 SUBCONTRACTING**

Attention is directed to the provisions in Section 8-1.01, "Subcontracting," of the Standard Specifications, and Section 2, "Proposal Requirements and Conditions," and Section 3, "Award and Execution of Contract," of these special provisions.

Pursuant to the provisions of Section 1777.1 of the Labor Code, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations web site at:

The provisions in the third paragraph of Section 8-1.01, "Subcontracting," of the Standard Specifications, that the Contractor shall perform with the Contractor's own organization contract work amounting to not less than 50 percent of the original contract price, is not changed by the Federal Aid requirement specified under "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions that the Contractor perform not less than 30 percent of the original contract work with the Contractor's own organization.

Each subcontract and any lower tier subcontract that may in turn be made shall include the "Required Contract Provisions Federal-Aid Construction Contracts" in Section 14 of these special provisions. This requirement shall be enforced as follows:

- A. Noncompliance shall be corrected. Payment for subcontracted work involved will be withheld from progress payments due, or to become due, until correction is made. Failure to comply may result in termination of the contract.

In conformance with the Federal DBE regulations Sections 26.53(f)(1) and 26.53(f)(2) Part 26, Title 49 CFR:

- A. The Contractor shall not terminate for convenience a DBE subcontractor listed in response to Section 2-1.02B, "Submission of DBE Information," and then perform that work with its own forces, or those of an affiliate without the written consent of the Department, and
- B. If a DBE subcontractor is terminated or fails to complete its work for any reason, the Contractor will be required to make good faith efforts to substitute another DBE subcontractor for the original DBE subcontractor, to the extent needed to meet the contract goal.

The requirement in Section 2-1.02, "Disadvantaged Business Enterprise (DBE)," of these special provisions that DBEs must be certified on the date bids are opened does not apply to DBE substitutions after award of the contract.

#### **5-1.10 PROMPT PROGRESS PAYMENT TO SUBCONTRACTORS**

Attention is directed to the provisions in Sections 10262 and 10262.5 of the Public Contract Code and Section 7108.5 of the Business and Professions Code concerning prompt payment to subcontractors.

#### **5-1.102 PROMPT PAYMENT OF WITHHELD FUNDS TO SUBCONTRACTORS**

The Contractor shall return all moneys withheld in retention from the subcontractor within 30 days after receiving payment for work satisfactorily completed, even if the other contract work is not completed and has not been accepted in conformance with Section 7-1.17, "Acceptance of Contract," of the Standard Specifications. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the Contractor or deficient subcontract performance or noncompliance by a subcontractor.

#### **5-1.11 PARTNERING**

The State will promote the formation of a "Partnering" relationship with the Contractor in order to effectively complete the contract to the benefit of both parties. The purpose of this relationship will be to maintain cooperative communication and mutually resolve conflicts at the lowest possible management level.

The Contractor may request the formation of such a "Partnering" relationship by submitting a request in writing to the Engineer after approval of the contract. If the Contractor's request for "Partnering" is approved by the Engineer, scheduling of a "Partnering" workshop, selecting the "Partnering" facilitator and workshop site, and other administrative details shall be as agreed to by both parties.

The costs involved in providing a facilitator and a workshop site will be borne equally by the State and the Contractor. The Contractor shall pay all compensation for the wages and expenses of the facilitator and of the expenses for obtaining the workshop site. The State's share of such costs will be reimbursed to the Contractor in a change order written by the Engineer. Markups will not be added. All other costs associated with the "Partnering" relationship will be borne separately by the party incurring the costs.

The establishment of a "Partnering" relationship will not change or modify the terms and conditions of the contract and will not relieve either party of the legal requirements of the contract.

### **5-1.12 AREAS FOR CONTRACTOR'S USE**

Attention is directed to the provisions in Section 7-1.19, "Rights in Land and Improvements," of the Standard Specifications and these special provisions.

The highway right of way shall be used only for purposes that are necessary to perform the required work. The Contractor shall not occupy the right of way, or allow others to occupy the right of way, for purposes which are not necessary to perform the required work.

No area is available within the contract limits for the exclusive use of the Contractor. However, temporary storage of equipment and materials on State property may be arranged with the Engineer, subject to the prior demands of State maintenance forces and to other contract requirements. Use of the Contractor's work areas and other State-owned property shall be at the Contractor's own risk, and the State shall not be held liable for damage to or loss of materials or equipment located within such areas.

### **5-1.13 PAYMENTS**

Attention is directed to Sections 9-1.06, "Partial Payments," and 9-1.07, "Payment After Acceptance," of the Standard Specifications and these special provisions.

For the purpose of making partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications, the amount set forth for the contract items of work hereinafter listed shall be deemed to be the maximum value of the contract item of work which will be recognized for progress payment purposes:

- A. Roadside Clearing                      \$66,000

After acceptance of the contract pursuant to the provisions in Section 7-1.17, "Acceptance of Contract," of the Standard Specifications, the amount, if any, payable for a contract item of work in excess of the maximum value for progress payment purposes hereinabove listed for the item, will be included for payment in the first estimate made after acceptance of the contract.

In determining the partial payments to be made to the Contractor, only the following listed materials will be considered for inclusion in the payment as materials furnished but not incorporated in the work:

- A. Irrigation Controllers
- B. Irrigation Controller Enclosure Cabinets
- C. Pipe (Irrigation Systems)
- D. Backflow Preventer Assembly
- E. Backflow Preventer Assembly Enclosures
- F. Sprinklers
- G. Valves

### **5-1.14 SOUND CONTROL REQUIREMENTS**

Sound control shall conform to the provisions in Section 7-1.01I, "Sound Control Requirements," of the Standard Specifications and these special provisions.

The noise level from the Contractor's operations, between the hours of 9:00 p.m. and 6:00 a.m., shall not exceed 86 dbA at a distance of 15 m. This requirement shall not relieve the Contractor from responsibility for complying with local ordinances regulating noise level.

The noise level requirement shall apply to the equipment on the job or related to the job, including but not limited to trucks, transit mixers or transient equipment that may or may not be owned by the Contractor. The use of loud sound signals shall be avoided in favor of light warnings except those required by safety laws for the protection of personnel.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

### **5-1.15 RELATIONS WITH CALIFORNIA DEPARTMENT OF FISH AND GAME**

A portion of this project is located within the jurisdiction of the California Department of Fish and Game. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the Department of Fish and Game. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 4, Duty Senior's Desk, 111 Grand Avenue, Oakland, California, (510) 286-5209. Requests to review the agreement must be made with the Duty Senior at least 24 hours in advance.



It is unlawful for any person to divert, obstruct or change the natural flow of the bed, channel or bank of a stream, river or lake without first notifying the Department of Fish and Game, unless the project or activity is noticed and constructed in conformance with conditions imposed under Fish and Game Code Section 1601.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the Department of Fish and Game which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the Department of Fish and Game for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the Department of Fish and Game will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

#### **5-1.16 RELATIONS WITH UNITED STATES ARMY CORPS OF ENGINEERS**

A portion of this project is located within the jurisdiction of the United States Army Corps of Engineers. An agreement regarding a stream or lake has been entered into by the Department of Transportation and the United States Army Corps of Engineers. The Contractor shall be fully informed of the requirements of this agreement as well as rules, regulations, and conditions that may govern the Contractor's operations in these areas and shall conduct the work accordingly.

Copies of the agreement may be obtained at the Department of Transportation, Plans and Bid Documents Section, MS 26, 1120 N Street, Room 200, Sacramento, CA 95814, Telephone 916-654-4490, and are available for inspection at the Department of Transportation, District 4, Duty Senior's Desk, 111 Grand Avenue, Oakland, California, (510) 286-5209. Requests to review the agreement must be made with the Duty Senior at least 24 hours in advance.

Attention is directed to Sections 7-1.01, "Laws to be Observed," 7-1.01G, "Water Pollution," and 7-1.12, "Indemnification and Insurance," of the Standard Specifications.

Modifications to the agreement between the Department of Transportation and the United States Army Corps of Engineers which are proposed by the Contractor shall be submitted in writing to the Engineer for transmittal to the United States Army Corps of Engineers for their consideration.

When the Contractor is notified by the Engineer that a modification to the agreement is under consideration, no work shall be performed which is inconsistent with the original agreement or proposed modification until the Departments take action on the proposed modifications. Compensation for delay will be determined in conformance with the provisions in Section 8-1.09, "Right of Way Delays," of the Standard Specifications.

The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

Modifications to any agreement between the Department of Transportation and the United States Army Corps of Engineers will be fully binding on the Contractor. The provisions of this section shall be made a part of every subcontract executed pursuant to this contract.

#### **SECTION 6. (BLANK)**

#### **SECTION 7. (BLANK)**

#### **SECTION 8. MATERIALS**

#### **SECTION 8-1. MISCELLANEOUS**

##### **8-1.01 SUBSTITUTION OF NON-METRIC MATERIALS AND PRODUCTS**

Only materials and products conforming to the requirements of the specifications shall be incorporated in the work. When metric materials and products are not available, and when approved by the Engineer, and at no cost to the State, materials and products in the inch-pound (Imperial) system which are of equal quality and of the required properties and characteristics for the purpose intended, may be substituted for the equivalent metric materials and products, subject to the following provisions:

- A. Materials and products shown on the plans or in the special provisions as being equivalent may be substituted for the metric materials and products specified or detailed on the plans.
- B. Before other non-metric materials and products will be considered for use the Contractor shall furnish, at the Contractor's expense, evidence satisfactory to the Engineer that the materials and products proposed for use are equal to or better than the materials and products specified or detailed on the plans. The burden of proof as to the

quality and suitability of substitutions shall be upon the Contractor and the Contractor shall furnish necessary information as required by the Engineer. The Engineer will be the sole judge as to the quality and suitability of the substituted materials and products and the Engineer's decision will be final.

- C. When the Contractor elects to substitute non-metric materials and products, including materials and products shown on the plans or in the special provisions as being equivalent, the list of sources of material as specified in Section 6-1.01, "Source of Supply and Quality of Materials," of the Standard Specification shall include a list of substitutions to be made and contract items involved. In addition, for a change in design or details the Contractor shall submit plans and working drawings in conformance with the provisions in Section 5-1.02, "Plans and Working Drawings," of the Standard Specifications.

Unless otherwise specified, the following substitutions of materials and products will be allowed:

**SUBSTITUTION TABLE FOR SIZES OF HIGH STRENGTH STEEL FASTENERS**

ASTM Designation: A 325M

METRIC SIZE SHOWN ON THE PLANS mm x thread pitch	IMPERIAL SIZE TO BE SUBSTITUTED inch
M16 x 2	5/8
M20 x 2.5	3/4
M22 x 2.5	7/8
M24 x 3	1
M27 x 3	1-1/8
M30 x 3.5	1-1/4
M36 x 4	1-1/2

**SUBSTITUTION TABLE FOR PLAIN WIRE REINFORCEMENT, ASTM Designation: A 82**

METRIC SIZE SHOWN ON THE PLANS mm <sup>2</sup>	US CUSTOMARY UNITS SIZE TO BE SUBSTITUTED inch <sup>2</sup> x 100
MW9	W1.4
MW10	W1.6
MW13	W2.0
MW15	W2.3
MW19	W2.9
MW20	W3.1
MW22	W3.5
MW25	W3.9, except W3.5 in piles only
MW26	W4.0
MW30	W4.7
MW32	W5.0
MW35	W5.4
MW40	W6.2
MW45	W6.5
MW50	W7.8
MW55	W8.5, except W8.0 in piles only
MW60	W9.3
MW70	W10.9, except W11.0 in piles only
MW80	W12.4
MW90	W14.0
MW100	W15.5

**SUBSTITUTION TABLE FOR BAR REINFORCEMENT**

<b>METRIC BAR DESIGNATION NUMBER SHOWN ON THE PLANS</b>	<b>EQUIVALENT IMPERIAL BAR DESIGNATION NUMBER TO BE SUBSTITUTED</b>
13	4
16	5
19	6
22	7
25	8
29	9
32	10
36	11
43	14
57	18

No adjustment will be required in spacing or total number of reinforcing bars due to a difference in minimum yield strength between metric and non-metric bars.

The sizes in the following tables of materials and products are exact conversions of metric sizes of materials and products and are listed as acceptable equivalents:

**CONVERSION TABLE FOR SIZES OF:**

- (1) STEEL FASTENERS FOR GENERAL APPLICATIONS, ASTM Designation: A 307 or AASHTO Designation: M 314, Grade 36 or 55, and
- (2) HIGH STRENGTH STEEL FASTENERS, ASTM Designation: A 325 or A 449

<b>METRIC SIZE SHOWN ON THE PLANS mm</b>	<b>EQUIVALENT IMPERIAL SIZE inch</b>
6, or 6.35	1/4
8 or 7.94	5/16
10, or 9.52	3/8
11, or 11.11	7/16
13 or 12.70	1/2
14, or 14.29	9/16
16, or 15.88	5/8
19, or 19.05	3/4
22, or 22.22	7/8
24, 25, or 25.40	1
29, or 28.58	1-1/8
32, or 31.75	1-1/4
35, or 34.93	1-3/8
38 or 38.10	1-1/2
44, or 44.45	1-3/4
51, or 50.80	2
57, or 57.15	2-1/4
64, or 63.50	2-1/2
70 or 69.85	2-3/4
76, or 76.20	3
83, or 82.55	3-1/4
89 or 88.90	3-1/2
95, or 95.25	3-3/4
102, or 101.60	4

**CONVERSION TABLE FOR NOMINAL THICKNESS OF SHEET METAL**

UNCOATED HOT AND COLD ROLLED SHEETS		HOT-DIPPED ZINC COATED SHEETS (GALVANIZED)	
METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT US STANDARD GAGE	METRIC THICKNESS SHOWN ON THE PLANS	EQUIVALENT GALVANIZED SHEET GAGE
mm	inch	mm	inch
7.94	0.3125	4.270	0.1681
6.07	0.2391	3.891	0.1532
5.69	0.2242	3.510	0.1382
5.31	0.2092	3.132	0.1233
4.94	0.1943	2.753	0.1084
4.55	0.1793	2.372	0.0934
4.18	0.1644	1.994	0.0785
3.80	0.1495	1.803	0.0710
3.42	0.1345	1.613	0.0635
3.04	0.1196	1.461	0.0575
2.66	0.1046	1.311	0.0516
2.28	0.0897	1.158	0.0456
1.90	0.0747	1.006 or 1.016	0.0396
1.71	0.0673	0.930	0.0366
1.52	0.0598	0.853	0.0336
1.37	0.0538	0.777	0.0306
1.21	0.0478	0.701	0.0276
1.06	0.0418	0.627	0.0247
0.91	0.0359	0.551	0.0217
0.84	0.0329	0.513	0.0202
0.76	0.0299	0.475	0.0187
0.68	0.0269	-----	-----
0.61	0.0239	-----	-----
0.53	0.0209	-----	-----
0.45	0.0179	-----	-----
0.42	0.0164	-----	-----
0.38	0.0149	-----	-----

CONVERSION TABLE FOR WIRE

METRIC THICKNESS SHOWN ON THE PLANS mm	EQUIVALENT USA STEEL WIRE THICKNESS inch	GAGE NO.
6.20	0.244	3
5.72	0.225	4
5.26	0.207	5
4.88	0.192	6
4.50	0.177	7
4.11	0.162	8
3.76	0.148	9
3.43	0.135	10
3.05	0.120	11
2.69	0.106	12
2.34	0.092	13
2.03	0.080	14
1.83	0.072	15
1.57	0.062	16
1.37	0.054	17
1.22	0.048	18
1.04	0.041	19
0.89	0.035	20

CONVERSION TABLE FOR PIPE PILES

METRIC SIZE SHOWN ON THE PLANS mm x mm	EQUIVALENT IMPERIAL SIZE inch x inch
PP 360 x 4.55	NPS 14 x 0.179
PP 360 x 6.35	NPS 14 x 0.250
PP 360 x 9.53	NPS 14 x 0.375
PP 360 x 11.12	NPS 14 x 0.438
PP 406 x 12.70	NPS 16 x 0.500
PP 460 x T	NPS 18 x T"
PP 508 x T	NPS 20 x T"
PP 559 x T	NPS 22 x T"
PP 610 x T	NPS 24 x T"
PP 660 x T	NPS 26 x T"
PP 711 x T	NPS 28 x T"
PP 762 x T	NPS 30 x T"
PP 813 x T	NPS 32 x T"
PP 864 x T	NPS 34 x T"
PP 914 x T	NPS 36 x T"
PP 965 x T	NPS 38 x T"
PP 1016 x T	NPS 40 x T"
PP 1067 x T	NPS 42 x T"
PP 1118 x T	NPS 44 x T"
PP 1219 x T	NPS 48 x T"
PP 1524 x T	NPS 60 x T"

The thickness in inches (T") represents an exact conversion of the metric thickness in millimeters (T).

**CONVERSION TABLE FOR STRUCTURAL TIMBER AND LUMBER**

METRIC MINIMUM DRESSED DRY, SHOWN ON THE PLANS mm x mm	METRIC MINIMUM DRESSED GREEN, SHOWN ON THE PLANS mm x mm	EQUIVALENT NOMINAL US SIZE inch x inch
19x89	20x90	1x4
38x89	40x90	2x4
64x89	65x90	3x4
89x89	90x90	4x4
140x140	143x143	6x6
140x184	143x190	6x8
184x184	190x190	8x8
235x235	241x241	10x10
286x286	292x292	12x12

**CONVERSION TABLE FOR NAILS AND SPIKES**

METRIC COMMON NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm	METRIC BOX NAIL, SHOWN ON THE PLANS  Length, mm Diameter, mm	METRIC SPIKE, SHOWN ON THE PLANS Length, mm Diameter, mm	EQUIVALENT IMPERIAL SIZE  Penny-weight
50.80 2.87	50.80 2.51	————	6d
63.50 3.33	63.50 2.87	————	8d
76.20 3.76	76.20 3.25	76.20 4.88	10d
82.55 3.76	82.55 3.25	82.55 4.88	12d
88.90 4.11	88.90 3.43	88.90 5.26	16d
101.60 4.88	101.60 3.76	101.60 5.72	20d
114.30 5.26	114.30 3.76	114.30 6.20	30d
127.00 5.72	127.00 4.11	127.00 6.68	40d
————	————	139.70 7.19	50d
————	————	152.40 7.19	60d

**CONVERSION TABLE FOR IRRIGATION COMPONENTS**

METRIC WATER METERS, TRUCK LOADING STANDPIPES, VALVES, BACKFLOW PREVENTERS, FLOW SENSORS, WYE STRAINERS, FILTER ASSEMBLY UNITS, PIPE SUPPLY LINES, AND PIPE IRRIGATION SUPPLY LINES SHOWN ON THE PLANS DIAMETER NOMINAL (DN) mm	EQUIVALENT NOMINAL US SIZE inch
15	1/2
20	3/4
25	1
32	1-1/4
40	1-1/2
50	2
65	2-1/2
75	3
100	4
150	6
200	8
250	10
300	12
350	14
400	16

#### **8-1.02 APPROVED TRAFFIC PRODUCTS**

The Department maintains the following list of Approved Traffic Products. The Engineer shall not be precluded from sampling and testing products on the list of Approved Traffic Products.

The manufacturer of products on the list of Approved Traffic Products shall furnish the Engineer a Certificate of Compliance in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications for each type of traffic product supplied.

Signing and delineation materials and products shall not be used in the work unless the material or product is on the list of Approved Traffic Products.

Materials and products may be added to the list of Approved Traffic Products if the manufacturer submits a New Product Information Form to the New Product Coordinator at the Transportation Laboratory. Upon a Departmental request for samples, sufficient samples shall be submitted to permit performance of required tests. Approval of materials or products will depend upon compliance with the specifications and tests the Department may elect to perform.

#### **PAVEMENT MARKERS, PERMANENT TYPE**

##### **Retroreflective**

- A. Apex, Model 921 (100 mm x 100 mm)
- B. Ray-O-Lite, Models SS (100 mm x 100 mm), RS (100 mm x 100 mm) and AA (100 mm x 100 mm)
- C. Stimsonite, Models 88 (100 mm x 100 mm), 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- D. 3M Series 290 (89 mm x 100 mm)

##### **Retroreflective With Abrasion Resistant Surface (ARS)**

- A. Ray-O-Lite "AA" ARS (100 mm x 100 mm)
- B. Stimsonite, Models 911 (100 mm x 100 mm), 953 (70 mm x 114 mm)
- C. 3M Series 290 (89 mm x 100 mm)

### **Retroreflective With Abrasion Resistant Surface (ARS)**

(Used for recessed applications)

- A. Stimsonite, Model 948 (58 mm x 119 mm)
  - B. Ray-O-Lite, Model 2002 (58 mm x 117 mm)
  - C. Stimsonite, Model 944SB (51 mm x 100 mm)\*
  - D. Ray-O-Lite, Model 2004 ARS (51 mm x 100 mm)\*
- \*For use only in 114 mm wide (older) recessed slots

### **Non-Reflective For Use With Epoxy Adhesive, 100 mm Round**

- A. Apex Universal (Ceramic)
- B. Highway Ceramics, Inc. (Ceramic)

### **Non-Reflective For Use With Bitumen Adhesive, 100 mm Round**

- A. Apex Universal (Ceramic)
- B. Apex Universal, Model 929 (ABS)
- C. Elgin Molded Plastics, "Empco-Lite" Model 900 (ABS)
- D. Highway Ceramics, Inc. (Ceramic)
- E. Hi-Way Safety, Inc., Models P20-2000W and 2001Y (ABS)
- F. Interstate Sales, "Diamond Back" (ABS) and (Polypropylene)
- G. Alpine Products, D-Dot (ABS)
- H. Road Creations, Model RCB4NR (Acrylic)

## **PAVEMENT MARKERS, TEMPORARY TYPE**

### **Temporary Markers For Long Term Day/Night Use (6 months or less)**

- A. Apex Universal, Model 924 (100 mm x 100 mm)
- B. Davidson Plastics Corp., Model 3.0 (100 mm x 100 mm)
- C. Elgin Molded Plastics, "Empco-Lite" Model 901 (100 mm x 100 mm)
- D. Road Creations, Model R41C (100 mm x 100 mm)
- E. Vega Molded Products "Temporary Road Marker" (75 mm x 100 mm)

### **Temporary Markers For Short Term Day/Night Use (14 days or less)**

(For seal coat or chip seal applications, clear protective covers are required)

- A. Apex Universal, Model 932
- B. Davidson Plastics, Models T.O.M., T.R.P.M., and "HH" (High Heat)
- C. Hi-Way Safety, Inc., Model 1280/1281

## **STRIPING AND PAVEMENT MARKING MATERIALS**

### **Permanent Traffic Striping and Pavement Marking Tape**

- A. Advanced Traffic Marking, Series 300 and 400
- B. Brite-Line, Series 1000
- C. Swarco Industries, "Director 35" (For transverse application only)
- D. Swarco Industries, "Director 60"
- E. 3M, "Stamark" Series 380 and 5730
- F. 3M, "Stamark" Series 420 (For transverse application only)

### **Temporary (Removable) Striping and Pavement Marking Tape (6 months or less)**

- A. Brite-Line, Series 100
- B. P.B. Laminations, Aztec, Grade 102
- C. Swarco Industries, "Director-2"
- D. 3M, "Stamark," Series 620
- E. 3M Series A145 Removable Black Line Mask  
(Black Tape: For use only on Asphalt Concrete Surfaces)
- F. Advanced Traffic Marking Black "Hide-A-Line"  
(Black Tape: For use only on Asphalt Concrete Surfaces)



**Preformed Thermoplastic (Heated in place)**

- A. Flint Trading, "Premark" and "Premark 20/20 Flex"
- B. Pavemark, "Hotape"

**Removable Traffic Paint**

- A. Belpro, Series 250/252 and No. 93 Remover

**CLASS 1 DELINEATORS**

**One Piece Driveable Flexible Type, 1700 mm**

- A. Carsonite, Curve-Flex CFRM-400
- B. Carsonite, Roadmarker CRM-375
- C. Davidson Plastics, "Flexi-Guide Models 400 and 566"
- D. FlexStake, Model 654TM
- E. GreenLine Models HWD1-66 and CGD1-66
- F. J. Miller Industries, Model JMI-375 (with soil anchor)

**Special Use Flexible Type, 1700 mm**

- A. Carsonite, "Survivor" (with 450 mm U-Channel base)
- B. FlexStake, Model 604
- C. GreenLine Models HWD and CGD (with 450 mm U-Channel base)
- D. Safe-Hit with 200 mm pavement anchor (SH248-GP1)
- E. Safe-Hit with 380 mm soil anchor (SH248-GP2) and with 450 mm soil anchor (SH248-GP3)

**Surface Mount Flexible Type, 1200 mm**

- A. Bent Manufacturing Company, "Masterflex" Model MF-180EX-48
- B. Carsonite, "Super Duck II"
- C. FlexStake, Surface Mount, Models 704 and 754TM

**CHANNELIZERS**

**Surface Mount Type, 900 mm**

- A. Bent Manufacturing Company, "Masterflex" Models MF-360-36 (Round) and MF-180-36 (Flat)
- B. Carsonite, "Super Duck" (Flat SDF-436, Round SDR-336)
- C. Carsonite, "Super Duck II" Model SDCF203601MB "The Channelizer"
- D. Davidson Plastics, Flex-Guide Models FG300LD and FG300UR
- E. FlexStake, Surface Mount, Models 703 and 753TM
- F. GreenLine, Model SMD-36
- G. Hi-Way Safety, Inc. "Channel Guide Channelizer" Model CGC36
- H. The Line Connection, "Dura-Post" Model DP36-3 (Permanent)
- I. The Line Connection, "Dura-Post" Model DP36-3C (Temporary)
- J. Repo, Models 300 and 400
- K. Safe-Hit, Guide Post, Model SH236SMA

**CONICAL DELINEATORS, 1070 mm**

(For 700 mm Traffic Cones, see Standard Specifications)

- A. Bent Manufacturing Company "T-Top"
- B. Plastic Safety Systems "Navigator-42"
- C. Roadmaker Company "Stacker"
- D. Traffix Devices "Grabber"

**OBJECT MARKERS**

**Type "K", 450 mm**

- A. Carsonite, Model SMD-615
- B. FlexStake, Model 701KM
- C. Repo, Models 300 and 400
- D. Safe-Hit, Model SH718SMA
- E. The Line Connection, Model DP21-4K

**Type "K-4" / "Q", 600 mm**

(Shown as Type "Q" in the Traffic Manual)

- A. Bent Manufacturing "Masterflex" Model MF-360-24
- B. Carsonite, Super Duck II
- C. FlexStake, Model 701KM
- D. Repo, Models 300 and 400
- E. Safe-Hit, Models SH8 24SMA\_WA and SH8 24GP3\_WA
- F. The Line Connection, Model DP21-4Q

**TEMPORARY RAILING (TYPE K) REFLECTORS AND CONCRETE BARRIER MARKERS**

**Impactable Type**

- A. ARTUK, "FB"
- B. Davidson Plastics, Model PCBM-12
- C. Duraflex Corp., "Flexx 2020" and "Electriflexx"
- D. Hi-Way Safety, Inc., Model GMKRM100

**Non-Impactable Type**

- A. ARTUK, JD Series
- B. Stimsonite, Model 967 (with 83 mm Acrylic cube corner reflector)
- C. Stimsonite, Model 967LS
- D. Vega Molded Products, Models GBM and JD

**THREE BEAM BARRIER MARKERS**

(For use to the left of traffic)

- A. Duraflex Corp., "Railrider"
- B. Davidson Plastics, "Mini" (75 mm x 254 mm)

**CONCRETE BARRIER DELINEATORS, 400 mm**

(For use to the right of traffic. When mounted on top of barrier, places top of reflective element at 1200 mm)

- A. Davidson Plastics, Model PCBM T-16
- B. Safe-Hit, Model SH216RBM

**CONCRETE BARRIER-MOUNTED MINI-DRUM (260 mm x 360 mm x 570 mm)**

- A. Stinson Equipment Company "SaddleMarker"

**SOUND WALL DELINEATOR**

(Applied to a vertical surface. Top of reflective element at 1200 mm)

- A. Davidson Plastics, PCBM S-36

**GUARD RAILING DELINEATOR**

(Top of reflective element at 1200 mm above plane of roadway)

**Wood Post Type, 686 mm**

- A. Carsonite, Model 427
- B. Davidson Plastics FG 427 and FG 527
- C. FlexStake, Model 102 GR
- D. GreenLine GRD 27
- E. J. Miller Model JMI-375G
- F. Safe-Hit, Model SH227GRD

**Steel Post Type**

- A. Carsonite, Model CFGR-327 with CFGRBK300 Mounting Bracket

## **RETROREFLECTIVE SHEETING**

### **Channelizers, Barrier Markers, and Delineators**

- A. 3M, High Intensity
- B. Reflexite, PC-1000 Metalized Polycarbonate
- C. Reflexite, AC-1000 Acrylic
- D. Reflexite, AP-1000 Metalized Polyester
- E. Reflexite, AR-1000 Abrasion Resistant Coating
- F. Stimsonite, Series 6200 (For rigid substrate devices only)

### **Traffic Cones, 330 mm Sleeves**

- A. Reflexite SB (Polyester), Vinyl or "TR" (Semi-transparent)

### **Traffic Cones, 100 mm and 150 mm Sleeves**

- A. 3M Series 3840
- B. Reflexite Vinyl, "TR" (Semi-transparent) or "Conformalite"

### **Barrels and Drums**

- A. Reflexite, "Super High Intensity" or "High Impact Drum Sheeting"
- B. 3M Series 3810

### **Barricades: Type I, Engineer Grade**

- A. American Decal, Adcolite
- B. Avery Dennison, 1500 and 1600
- C. 3M, Scotchlite, Series CW

### **Barricades: Type II, Super Engineer Grade**

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite Type II
- C. Nikkalite 1800 Series

### **Signs: Type II, Super Engineer Grade**

- A. Avery Dennison, "Fasign" 2500 Series
- B. Kiwalite, Type II
- C. Nikkalite 1800 Series

### **Signs: Type III, High-Intensity Grade**

- A. 3M Series 3800
- B. Nippon Carbide, Nikkalite Brand Ultralite Grade II

### **Signs: Type IV, High-Intensity Prismatic Grade**

- A. Stimsonite Series 6200

### **Signs: Type VII, High-Intensity Prismatic Grade**

- A. 3M Series 3900

### **Signs: Type VI, Roll-Up Signs**

- A. Reflexite, Vinyl (Orange), Reflexite "SuperBright" (Fluorescent orange)
- B. 3M Series RS34 (Orange) and RS20 (Fluorescent orange)

## **SIGN SUBSTRATE FOR CONSTRUCTION AREA SIGNS**

### **Aluminum**

### **Fiberglass Reinforced Plastic (FRP)**

- A. Sequentia, "Polyplate"
- B. Fiber-Brite

### **8-1.03 STATE-FURNISHED MATERIALS**

Attention is directed to Section 6-1.02, "State-Furnished Materials," of the Standard Specifications and these special provisions.

Padlocks for the backflow preventer assembly enclosures, walk gates, and irrigation controller enclosure cabinets will be furnished to the Contractor.

### **SECTION 8-2. (BLANK)**

### **SECTION 8-3. (BLANK)**

### **SECTION 9. (BLANK)**

## **SECTION 10. CONSTRUCTION DETAILS**

### **SECTION 10-1. GENERAL**

#### **10-1.01 ORDER OF WORK**

Order of work shall conform to the provisions in Section 5-1.05, "Order of Work," of the Standard Specifications and these special provisions.

No work other than propagation work shall be performed within project before April 1, 2002.

Willow cutting work shall be performed between the dates of October 15 and December 1.

The first order of work shall be to make arrangements with the water company for water meter installation.

Attention is directed to "Cooperation" of these special provisions regarding work by other contractors. Prior to any work performed by the Contractor within the project limits, the Contractor shall install temporary high-visibility boundary fence around the ESA areas, as shown on the plans, and as specified elsewhere in these special provisions.

Some plants required for this project may not be readily available and may have to be grown specifically for this project. Within 30 days after the contract has been approved, the Contractor shall furnish the Engineer a statement from the vendor that the order for the plants to be grown for this contract, including inspection plants and replacement plants, has been received and accepted by the vendor. The statement from the vendor shall include the names, sizes, and quantities of plants ordered and the anticipated dates of delivery. The Contractor shall notify the Engineer, in writing, when the vendor has started to grow the plants.

Within 30 days after the contract has been approved, the Contractor shall furnish the Engineer a statement from the vendor that the order for the plants required for this contract, including inspection plants, has been received and accepted by the vendor. The statement from the vendor shall include the names, sizes, and quantities of plants ordered and the anticipated date of delivery.

The Contractor shall place orders for replacement plants with the vendor at the appropriate time so that the roots of the replacement plants are not in a root-bound condition.

Attention is directed to Section 9-1.06, "Partial Payments," of the Standard Specifications. For progress payment purposes, the Department will retain 50 percent of the estimated value of highway planting work done until a statement from the vendor that the order for the plants required for this contract has been submitted to the Engineer.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions, regarding restrictions for planting operations.

Attention is directed to "Willow Cuttings (Plant Group W)" of these special provisions regarding the time restraints specified for planting willow cuttings.

Attention is directed to "Locate Existing Crossovers and Conduits" of these special provisions regarding locating existing irrigation water line crossovers and conduits shown on the plans to be incorporated in the new work. Existing irrigation water line crossovers and conduits shall be located prior to performing work on the irrigation system.

Unless otherwise shown on the plans or specified in these special provisions, conduits to be jacked or drilled or installed by the open trench method for water line crossovers and sprinkler control crossovers shall be installed prior to the installation of other pipe supply lines.

Attention is directed to "Existing Highway Irrigation Facilities" of these special provisions regarding the checking of existing irrigation facilities that are to remain in place, prior to the start of any irrigation work.

Attention is directed to Section 20-5.027B, "Wiring Plans and Diagrams," of the Standard Specifications regarding submittal of working drawings.

#### **10-1.02 ENVIRONMENTALLY SENSITIVE AREAS (GENERAL)**

Attention is directed to the designated Environmentally Sensitive Areas (ESA) as shown on the plans as well as "Temporary High-Visibility Boundary Fence" elsewhere in these special provisions regarding environmentally sensitive areas. The exact location of the boundaries of environmentally sensitive areas shall be established by the Engineer and

clearly delineated by the placement of temporary high-visibility boundary fence (Type ESA) in accordance with the requirements described in these special provisions.

Within the boundaries of environmentally sensitive areas, no project related activities shall take place. This specifically prohibits vehicle access, storage, or transport of any material, including hydrocarbon and lead contaminated material, or any other project related activities.

#### **10-1.03 MATERIAL CONTAINING AERIALY DEPOSITED LEAD**

This work shall consist of handling soil contaminated by aerially deposited lead in conformance with the Standard Specifications and these special provisions.

Aerially deposited lead is typically found within the top 0.6 m of material in unpaved areas within the highway right of way. Levels of lead found near the project limits range from less than 6.0 to 400 mg/kg total lead, as analyzed by EPA Test Method 6010 or EPA Test Method 7000 series.

After the Contractor has completed handling materials containing aerially deposited lead, in conformance with the plans, Standard Specifications, and these special provisions, the Contractor shall have no responsibility for such materials in place and shall not be obligated for further cleanup, removal, or remedial actions for such materials.

Handling material containing aerially deposited lead shall be in conformance with all the rules and regulations of agencies including, but not limited to, the following:

California Division of Occupational Safety and Health Administration (Cal-OSHA)  
California Regional Water Quality Control Board, Region 02.

The Contractor shall procure all permits and licenses, pay all charges and fees, except as otherwise provided in these special provisions, and give all notices necessary and incidental to the due and lawful prosecution of the work.

Full compensation for conforming to the requirements of this section, (except for the Lead Compliance Plan) shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **HEALTH AND SAFETY**

The Contractor shall prepare a project specific Lead Compliance Plan to prevent or minimize worker exposure to lead contamination in soil. Attention is directed to Title 8, California Code of Regulations, Section 1532.1, "Lead," for specific Cal-OSHA requirements when working with lead.

The Lead Compliance Plan shall contain all of the elements listed in Title 8, California Code of Regulations, Section 1532.1(e)(2)(B). Before submission to the Engineer, the Lead Compliance Plan shall be approved by an Industrial Hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene. The Plan shall be submitted to the Engineer at least 7 days prior to beginning work in areas containing aerially deposited lead.

Before performing work in areas containing lead, personnel who have no prior training, including State personnel, shall complete a safety training program provided by the Contractor, that meets the requirements of Title 8, California Code of Regulations, Section 1532.1, "Lead," and the Contractor's Lead Compliance Program.

Personal protective equipment, training, washing facilities, and medical surveillance required by the Contractor's Lead Compliance Plan shall be supplied to State personnel by the Contractor. The number of State personnel will be 4.

Lead Compliance Plan will be paid as a lump sum.

The contract lump sum price paid for Lead Compliance Plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in preparing the Lead Compliance Plan, including paying the Certified Industrial Hygienist, and for providing personal protective equipment, training and medical surveillance, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **SOIL HANDLING**

Handling of soils containing aerially deposited lead shall result in no visible dust migration. The Contractor shall have a dust palliative available at all times while handling soils in work areas containing aerially deposited lead.

The Contractor shall separate soil from vegetation and the soils shall remain on site.

Surplus soil excavated from areas containing aerially deposited lead shall remain in the area of soil disturbance. The surplus soil shall not be disposed of outside the highway right of way.

Full compensation for handling soil contaminated with aerially deposited lead, except as otherwise provided, shall be considered as included in the prices paid for the various contract items of work involved and no additional compensation will be allowed therefor.

#### **10-1.04 WATER POLLUTION CONTROL**

Water pollution control work shall conform to the provisions in Section 7-1.01G, "Water Pollution," of the Standard Specifications and these special provisions.

This project shall conform to the requirements of General Construction Activity Storm Water Permit No. CAS000002 and Caltrans Statewide Storm Water Permit No. CAS000003 issued by the State Water Resources Control Board. These Permits, hereafter referred to as the "Permit," regulates storm water discharges associated with construction activities.

Water pollution control work shall conform to the requirements in the Construction Contractor's Guide and Specifications of the Caltrans Storm Water Quality Handbooks, dated April 1997, and addenda thereto issued up to, and including, the date of advertisement of the project, hereafter referred to as the "Handbook." Copies of the Handbook and the General Permit may be obtained from the Department of Transportation, Material Operations Branch, Publication Distribution Unit, 1900 Royal Oaks Drive, Sacramento, California 95815, Telephone: (916) 445-3520.

Copies of the Handbook and the Permit are also available for review at Office of Construction, Department of Transportation, 111 Grand Avenue, Oakland, CA. Please call the Duty Senior 24 hours in advance to make arrangements to review the handbook and permits at (510) 286-5209.

The Contractor shall know and fully comply with the applicable provisions of the Handbook, Permit, and Federal, State, and local regulations that govern the Contractor's operations and storm water discharges from both the project site and areas of disturbance outside the project limits during construction. The Contractor shall maintain a copy of the Permit at the project site and shall make the Permit available during construction.

Unless arrangements for disturbance of areas outside the project limits are made by the Department and made part of the contract, it is expressly agreed that the Department assumes no responsibility whatsoever to the Contractor or property owner with respect to any arrangements made between the Contractor and property owner to allow disturbance of areas outside the project limits.

The Contractor shall be responsible for the costs and for liabilities imposed by law as a result of the Contractor's failure to comply with the provisions set forth in this section "Water Pollution Control", including but not limited to, compliance with the applicable provisions of the Handbook, Permit and Federal, State and local regulations. For the purposes of this paragraph, costs and liabilities include, but are not limited to, fines, penalties, and damages whether assessed against the State or the Contractor, including those levied under the Federal Clean Water Act and the State Porter Cologne Water Quality Act.

In addition to the remedies authorized by law, some of the money due the Contractor under the contract, as determined by the Department, may be retained by the State of California until disposition has been made of the costs and liabilities.

The retention of money due the Contractor shall be subject to the following:

- A. The Department will give the Contractor 30 days notice of the Department's intention to retain funds from partial payments which may become due to the Contractor prior to acceptance of the contract. Retention of funds from payments made after acceptance of the contract may be made without prior notice to the Contractor.
- B. No retention of additional amounts out of partial payments will be made if the amount to be retained does not exceed the amount being withheld from partial payments pursuant to Section 9-1.06, "Partial Payments," of the Standard Specifications.
- C. If the Department has retained funds and it is subsequently determined that the State is not subject to the costs and liabilities in connection with the matter for which the retention was made, the Department shall be liable for interest on the amount retained at the legal rate of interest for the period of the retention.

Conformance with the provisions of this section "Water Pollution Control" shall not relieve the Contractor from the Contractor's responsibilities, as provided in Section 7, "Legal Relations and Responsibilities," of the Standard Specifications.

At reasonable times and upon presentation of credentials and other documents as may be required by law, the Contractor shall allow authorized agents of the California Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency and the local storm water management agency to:

- A. Enter upon the construction site and the Contractor's facilities pertinent to the work;
- B. Have access to and copy records that must be kept as specified in the Permit;
- C. Inspect the construction site and related soil stabilization practices and sediment control measures; and
- D. Sample or monitor for the purpose of ensuring compliance with the Permit.

The Contractor shall notify the Engineer immediately upon request from the regulatory agencies to enter, inspect, sample, monitor or otherwise access the project site or the Contractor's records.

#### **STORM WATER POLLUTION PREVENTION PLAN PREPARATION, APPROVAL AND UPDATES**

As part of the water pollution control work, a Storm Water Pollution Prevention Plan, hereafter referred to as the "SWPPP," is required for this contract. The SWPPP shall conform to the provisions in Section 7-1.01G, "Water Pollution,"

of the Standard Specifications, the requirements in the Handbook, the requirements of the Permit, and these special provisions. Upon the Engineer's approval of the SWPPP, the SWPPP shall be deemed to fulfill the provisions in Section 7-1.01G of the Standard Specifications for development and submittal of a Water Pollution Control Program.

No work having potential to cause water pollution, as determined by the Engineer, shall be performed until the SWPPP has been approved by the Engineer.

Within 15 days after the approval of the contract, the Contractor shall submit 3 copies of the SWPPP to the Engineer. The Engineer will have 15 days to review the SWPPP. If revisions are required, as determined by the Engineer, the Contractor shall revise and resubmit the SWPPP within 15 days of receipt of the Engineer's comments. The Engineer will have 15 days to review the revisions. Upon the Engineer's approval of the SWPPP, 3 additional copies of the SWPPP, incorporating the required changes, shall be submitted to the Engineer. In order to allow construction activities to proceed, the Engineer may conditionally approve the SWPPP while minor revisions are being completed.

The SWPPP shall identify pollution sources that may adversely affect the quality of storm water discharges associated with the project and shall identify water pollution control measures, hereafter referred to as control measures, to be constructed, implemented, and maintained in order to reduce to the extent feasible pollutants in storm water discharges from the construction site both during and after construction is completed under this contract.

The SWPPP shall incorporate control measures in the following categories:

- A. Soil stabilization practices;
- B. Sediment control practices;
- C. Sediment tracking control practices;
- D. Wind erosion control practices; and
- E. Non-storm water management and waste management and disposal control practices.

Specific objectives and minimum requirements for each category of control measures are contained in the Handbook.

The Contractor shall consider the objectives and minimum requirements presented in the Handbook for each of the above categories. The special minimum requirements listed below supersede the minimum requirements listed in the Handbook for the same category. When minimum requirements are listed for any category, the Contractor shall incorporate into the SWPPP, and implement on the project, one or more of the listed minimum controls required in order to meet the pollution control objectives for the category. In addition, the Contractor shall consider other control measures presented in the Handbook and shall incorporate into the SWPPP and implement on the project the control measures necessary to meet the objectives of the SWPPP. The Contractor shall document the selection process in conformance with the procedure specified in the Handbook. The following special minimum requirements are established:

Category	Minimum Requirement(s)
Soil Stabilization Practices	CD22 Scheduling CD23 Preservation of existing vegetation CD25 Mulching CD26B Geotextiles, Mats/Plastic Covers & Erosion Control Blankets
Sediment Control Practices	CD36 Silt Fences CD40 Storm Drain Inlet Protection CD43 Fiber Rolls

The SWPPP shall include, but not limited to, the following items as described in the Handbook and Permit:

- A. Source Identification;
- B. Erosion and Sediment Controls;
- C. Non-Storm Water Management;
- D. Waste Management and Disposal;
- E. Maintenance, Inspection and Repair;
- F. Training;
- G. List of Contractors and Subcontractors;
- H. Post-Construction Storm Water Management;
- I. Preparer;

- J. Copy of the permits;
- K. BMP Consideration Checklist;
- L. SWPPP Checklist;
- M. Schedule of Values; and
- N. Water Pollution Control Drawings.

The Contractor shall amend the SWPPP, graphically and in narrative form, whenever there is a change in construction activities or operations which may affect the discharge of significant quantities of pollutants to surface waters, ground waters, municipal storm drain systems or when deemed necessary by the Engineer. The SWPPP shall be amended if the SWPPP is in violation of any condition of the Permit, or has not effectively achieved the objective of reducing pollutants in storm water discharges. Amendments shall show additional control measures or revised operations, including those in areas not shown in the initially approved SWPPP, which are required on the project to control water pollution effectively. Amendments to the SWPPP shall be submitted for review and approval by the Engineer in the same manner specified for the initially approved SWPPP. Approved amendments shall be dated and logged in the SWPPP. Upon approval of the amendment, the Contractor shall implement the additional control measures or revised operations.

The Contractor shall keep a copy of the SWPPP and approved amendments at the project site. The SWPPP shall be made available upon request of a representative of the Regional Water Quality Control Board, State Water Resources Control Board, United States Environmental Protection Agency or the local storm water management agency. Requests by the public shall be directed to the Engineer.

By June 15 of each year, the Contractor shall submit an annual certification to the Engineer stating conformance with the requirements governing the Permit. If the project is in non-compliance at any time, the Contractor shall make a written report to the Engineer within 15 days of identification of non-compliance.

### **SCHEDULE OF VALUES**

The Contractor shall submit with the SWPPP, for approval by the Engineer, a schedule of values detailing the cost breakdown of the contract lump sum item for water pollution control. The schedule of values shall reflect the items of work, quantities, and costs for the control measures shown in the SWPPP, except for critical temporary controls and permanent control measures which are shown on the project plans and for which there is a contract item of work. Adjustments in the items of work and quantities listed in the schedule of values shall be made when required to address approved amendments to the SWPPP.

The sum of the amounts for the units of work listed in the schedule of values shall be equal to the contract lump sum price for water pollution control.

If approved in writing by the Engineer, the schedule of values will be used to determine progress payments for water pollution control during the progress of the work. The schedule of values will be used as the basis for calculating any adjustment in compensation for the contract item for water pollution control due to changes in the work ordered by the Engineer.

### **SWPPP IMPLEMENTATION**

Upon approval of the SWPPP, the Contractor shall be responsible throughout the duration of the project for installing, constructing, inspecting, and maintaining the control measures included in the SWPPP and any amendments thereto and for removing and disposing of temporary control measures. Unless otherwise directed by the Engineer or specified in these special provisions, the Contractor's responsibility for SWPPP implementation shall continue throughout any temporary suspension of work ordered in conformance with the provisions in Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. Requirements for installation, construction, inspection, maintenance, removal, and disposal of control measures are specified in the Handbook and these special provisions.

Soil stabilization practices and sediment control measures, including minimum requirements, shall be provided throughout the winter season, defined as between October 1 and May 1.

Implementation of soil stabilization practices and sediment control measures for soil-disturbed areas on the project site shall be completed, except as provided for below, not later than 20 days prior to the beginning of the winter season or upon start of applicable construction activities for projects which begin either during or within 20 days of the winter season.

Throughout the winter season, the active, soil-disturbed area of the project site shall be not more than 2 hectares. The Engineer may approve, on a case-by-case basis, expansions of the active, soil-disturbed area limit. The Contractor shall demonstrate the ability and preparedness to fully deploy soil stabilization practices and sediment control measures to protect soil-disturbed areas on the project site before the onset of precipitation. A quantity of soil stabilization and sediment control materials shall be maintained on site equal to 100 percent of that sufficient to protect unprotected, soil-disturbed areas on the project site. A detailed plan for the mobilization of sufficient labor and equipment shall be maintained to fully deploy control measures required to protect unprotected, soil-disturbed areas on the project site prior to the onset of precipitation. A current inventory of control measure materials and the detailed mobilization plan shall be included as part of the SWPPP.



Throughout the winter season, soil-disturbed areas of the project site shall be considered to be nonactive whenever soil disturbing activities are expected to be discontinued for a period of 20 or more days and the areas are fully protected. Areas that will become nonactive either during the winter season or within 20 days thereof shall be fully protected with soil stabilization practices and sediment control measures within 10 days of the discontinuance of soil disturbing activities or prior to the onset of precipitation, whichever is first to occur.

Throughout the winter season, active soil-disturbed areas of the project site shall be fully protected at the end of each day with soil stabilization practices and sediment control measures unless fair weather is predicted through the following work day. The weather forecast shall be monitored by the Contractor on a daily basis. The National Weather Service forecast shall be used. An alternative weather forecast proposed by the Contractor may be used if approved by the Engineer. If precipitation is predicted prior to the end of the following work day, construction scheduling shall be modified, as required, and functioning control measures shall be deployed prior to the onset of the precipitation.

The Contractor shall implement, year-round and throughout the duration of the project, control measures included in the SWPPP for sediment tracking, wind erosion, non-storm water management and waste management and disposal.

The Engineer may order the suspension of construction operations which create water pollution if the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

## **MAINTENANCE**

To ensure the proper implementation and functioning of control measures, the Contractor shall regularly inspect and maintain the construction site for the control measures identified in the SWPPP. The Contractor shall identify corrective actions and time needed to address any deficient measures or reinitiate any measures that have been discontinued.

The construction site inspection checklist provided in the Handbook shall be used to ensure that the necessary measures are being properly implemented, and to ensure that the control measures are functioning adequately. One copy of each site inspection record shall be submitted to the Engineer.

During the winter season, inspections of the construction site shall be conducted by the Contractor to identify deficient measures, as follows:

- A. Prior to a forecast storm;
- B. After any precipitation which causes runoff capable of carrying sediment from the construction site;
- C. At 24 hour intervals during extended precipitation events; and
- D. Routinely, at a minimum of once every 2 weeks.

If the Contractor or the Engineer identifies a deficiency in the deployment or functioning of an identified control measure, the deficiency shall be corrected immediately. The deficiency may be corrected at a later date and time if requested by the Contractor and approved by the Engineer in writing, but not later than the onset of subsequent precipitation. The correction of deficiencies shall be at no additional cost to the State.

## **PAYMENT**

The contract lump sum price paid for prepare storm water pollution prevention plan shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals for doing all the work involved in developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Attention is directed to Section 9-1.06, "Partial Payments," and Section 9-1.07, "Payment After Acceptance," of the Standard Specifications. Payments for prepare storm water pollution prevention plan will be made as follows:

- A. After the SWPPP has been approved by the Engineer, 75 percent of the contract item price for prepare storm water pollution prevention plan will be included in the monthly partial payment estimate; and
- B. After acceptance of the contract pursuant to Section 7-1.17, "Acceptance of Contract," payment for the remaining 25 percent of the contract item price for prepare storm water pollution prevention plan will be made in conformance with the provisions in Section 9-1.07.

The contract lump sum price paid for water pollution control shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing, constructing, maintaining, removing, and disposing of control measures, except those shown on the plans and for which there is a contract item of work, and excluding developing, preparing, obtaining approval of, revising, and amending the SWPPP, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

Changes in control measures required by an approved amendment to the SWPPP, except changes to those control measures shown on the plans and for which there is a contract item of work, will be considered extra work as provided in Section 4-1.03D of the Standard Specifications and the following:

- A. If the control measure is listed in the approved SWPPP schedule of values, an adjustment in compensation for the contract item for water pollution control will be made by applying the increase or decrease in quantities to the approved schedule of values. No adjustment of compensation will be made to the unit price listed for items in the schedule of values due to any increase or decrease in the quantities, regardless of the reason for the increase or decrease. The provisions in Section 4-1.03B, "Increased or Decreased Quantities," of the Standard Specifications shall not apply to items listed in the schedule of values.
- B. If the control measure is not listed in the approved SWPPP schedule of values, payment will be made by force account.

Those control measures which are shown on the plans and for which there is a contract item of work will be measured and paid for as that contract item of work.

The Engineer will retain an amount equal to 25 percent of the estimated value of the contract work performed during estimate periods in which the Contractor fails to conform to the provisions of this section "Water Pollution Control" as determined by the Engineer.

Retentions for failure to conform to the provisions in this section "Water Pollution Control" shall be in addition to the other retentions provided for in the contract. The amounts retained for failure of the Contractor to conform to the provisions in this section will be released for payment on the next monthly estimate for partial payment following the date that an approved SWPPP has been implemented and maintained, and water pollution is adequately controlled, as determined by the Engineer.

#### **10-1.05 TEMPORARY HIGH-VISIBILITY BOUNDARY FENCE**

Temporary high-visibility boundary fence shall be furnished, constructed, maintained, and later removed as shown on the plans, as specified in these special provisions and as directed by the Engineer.

Attention is directed to "Environmentally Sensitive Areas," elsewhere in these special provisions regarding the installation of temporary high-visibility boundary fence. Temporary high-visibility boundary fence shall be located as shown on the plans and as directed by the Engineer.

Used materials may be installed provided the used materials are good, sound and are suitable for the purpose intended, as determined by the Engineer.

Materials may be commercial quality provided the dimensions and sizes of the materials are equal to, or greater than, the dimensions and sizes shown on the plans or specified herein.

Fence fabric shall be orange polypropylene material that is ultraviolet resistant and fully stabilized. The minimum fabric width shall be 1.22 m with a mesh size of 50.8 mm by 50.8 mm (maximum).

Posts shall be either metal or wood at the Contractor's option and shall be suitable for the purpose intended. Post spacing shall be adequate to completely support the fence in an upright position.

Galvanizing and painting of steel items will not be required.

Treating wood with a wood preservative will not be required.

Concrete footings for metal posts will not be required.

Temporary high-visibility boundary fence that is damaged for any reason during the progress of the work shall be repaired or replaced by the Contractor at the Contractor's expense.

When no longer required for the work, as determined by the Engineer, temporary high-visibility boundary fence shall be removed. Removed facilities shall become the property of the Contractor and shall be removed from the site of the work, except as otherwise provided in this section.

Holes caused by the removal of temporary high-visibility boundary fence shall be backfilled in conformance with the provisions in the second paragraph of Section 15-1.02, "Preservation of Property," of the Standard Specifications.

The contract price paid per meter for temporary high-visibility boundary fence shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in temporary high-visibility boundary fence, complete in place, including maintenance, removal and disposal of material, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **10-1.06 PRESERVATION OF PROPERTY**

Attention is directed to Section 7-1.11, "Preservation of Property," of the Standard Specifications and these special provisions.

Existing trees that are not to be removed as shown on the plans or specified in these special provisions, and are injured or damaged by reason of the Contractor's operations, shall be replaced by the Contractor. The minimum size of tree replacement shall be No. 15 container. Replacement planting shall conform to the requirements in Section 20-4.07, "Replacement," of the Standard Specifications. The Contractor shall water replacement plants in conformance with the provisions in Section 20-4.06, "Watering," of the Standard Specifications.

Damaged or injured plants shall be removed and disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13 of the Standard Specifications. At the option of the Contractor, removed trees and shrubs may be reduced to chips. The chipped material shall be spread within the highway right of way at locations designated by the Engineer.

Replacement planting of injured or damaged trees, shrubs, and other plants shall be completed prior to the start of the plant establishment period. Replacement planting shall conform to the provisions in Section 20-4.05, "Planting," of the Standard Specifications.

#### **10-1.07 DAMAGE REPAIR**

Attention is directed to Section 7-1.16, "Contractor's Responsibility for the Work and Materials," and Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications and these special provisions.

Damage to slopes or other existing facilities occurring prior to the performance of the work, other than propagation work, provided for in this contract shall be repaired or reconstructed by the Contractor, as directed by the Engineer. Damage repair will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Storm damage caused by a change in the runoff pattern from that which existed on the day the Notice to Contractors for this project is dated and was the result of work by others within the right of way shall be repaired as directed by the Engineer. The total cost of ordered repair work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

Damage to slopes or other facilities occurring after start of work, other than propagation work, and before start of plant establishment period shall be repaired or reconstructed by the Contractor in conformance with the provisions in Section 7-1.16, "Contractor's Responsibility for the Work and Materials," of the Standard Specifications.

Damage to slopes, plants, irrigation systems and other highway facilities occurring as a result of rain during the plant establishment period shall be repaired by the Contractor, when directed by the Engineer. The cost of the repairs which exceed the accumulated sum of \$9000 will be borne equally by the State and the Contractor. The division of cost will be made by determining the cost of repairs in conformance with the provisions in Section 9-1.03, "Force Account Payment," of the Standard Specifications, and paying to the Contractor one-half of the cost which exceeds the sum of \$9000.

When as a result of freezing conditions (as defined herein) during the plant establishment period, plants have died or, in the opinion of the Engineer, have deteriorated to a point beyond which the plants will not mature as typical examples of their species, the Engineer may direct replacement of the affected plants. The total cost of ordered plant replacement work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. A freezing condition, for the purpose of this specification, occurs when the temperature at or near the affected area has been officially recorded below 0°C and plants have been killed or damaged to the degree described above.

When, as a result of drought conditions (as defined herein) during the plant establishment period, plants have died or, in the opinion of the Engineer, have deteriorated to a point beyond which the plants will not mature as typical examples of their species, the Engineer may direct replacement of the affected plants. The total cost of ordered plant replacements, after water has been restricted or stopped, will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications. Restriction or shutoff of available water shall not relieve the Contractor from performing other contract work. A drought condition occurs when the Department, or its supplier, restricts or stops delivery of water to the Contractor to the degree that plants have died or deteriorated as described above.

When the provisions in Section 7-1.165, "Damage by Storm, Flood, Tsunami or Earthquake," of the Standard Specifications are applicable, the provisions above for payment of costs for repair of damage due to rain, freezing conditions and drought shall not apply.

#### **10-1.08 COOPERATION**

Attention is directed to Section 7-1.14, "Cooperation," and Section 8-1.10, "Utility and Non-Highway Facilities," of the Standard Specifications and these special provisions.

Collection of material for plant propagation shall require approval of the Engineer and notification to the other contractor. It is anticipated that work by another contractor (Contract No. 04-4874S4) to construct a temporary structure over I-880, MSE walls, and a 4-lane southern detour in San Jose on Route 87 from north of Taylor Street to north of I-880 (KP 11.2 to KP 12.6) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

It is anticipated that work by another contractor (Contract No. 04-4874A4) to construct MSE walls and engineering fill for the freeway, pump plant, drainage, maintenance road for the corridor section, and riparian grading in San Jose on Route 87 from north of I-880 to north of Airport Parkway (KP 12.2 to KP 14.5) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

It is anticipated that work by another contractor (Contract No. 04-4874Q4) to construct Taylor Street interchange and the freeway section in San Jose on Route 87 from Coleman Avenue to north of Mission Street (KP 10.3 to KP 11.4) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

It is anticipated that work by another contractor (Contract No. 04-4874R4) to construct Hedding Street undercrossing, I-880/87 separation, and freeway pavement in San Jose on Route 87 from north of Mission Street to Sonora Avenue (KP 11.1 to KP 12.3) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

It is anticipated that work by another contractor (Contract No. 04-4874C4) to construct Skyport Drive interchange, Airport Parkway undercrossing, and freeway pavement in San Jose on Route 87 from Sonora Avenue to Route 101 (KP 11.1 to KP 12.3) may be in progress adjacent to or within the limits of this project during progress of the work on this contract.

#### **10-1.09 PROGRESS SCHEDULE**

Progress schedules are required for this contract and shall be submitted in conformance with the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

#### **10-1.10 OBSTRUCTIONS**

Attention is directed to Section 8-1.10, "Utility and Non-Highway Facilities," and Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Attention is directed to the existence of certain underground facilities that may require special precautions be taken by the Contractor to protect the health, safety and welfare of workers and of the public. Facilities requiring special precautions include, but are not limited to: conductors of petroleum products, oxygen, chlorine, and toxic or flammable gases; natural gas in pipelines greater than 150 mm in diameter or pipelines operating at pressures greater than 415 kPa (gage); underground electric supply system conductors or cables, with potential to ground of more than 300 V, either directly buried or in a duct or conduit which do not have concentric grounded or other effectively grounded metal shields or sheaths.

The Contractor shall notify the Engineer and the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to performing any excavation or other work close to any underground pipeline, conduit, duct, wire or other structure. Regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

#### **10-1.11 MOBILIZATION**

Mobilization shall conform to the provisions in Section 11, "Mobilization," of the Standard Specifications.

#### **10-1.12 CONSTRUCTION AREA SIGNS**

Construction area signs shall be furnished, installed, maintained, and removed when no longer required in conformance with the provisions in Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications and these special provisions.

Attention is directed to the provisions in "Approved Traffic Products" of these special provisions. Type II retroreflective sheeting shall not be used on construction area sign panels.

Attention is directed to "Construction Project Information Signs" of these special provisions regarding the number and type of construction project information signs to be furnished, erected, maintained, and removed and disposed of.

The Contractor shall notify the appropriate regional notification center for operators of subsurface installations at least 2 working days, but not more than 14 calendar days, prior to commencing excavation for construction area sign posts. The regional notification centers include, but are not limited to, the following:

Notification Center	Telephone Number
Underground Service Alert-Northern California (USA)	1-800-642-2444 1-800-227-2600
Underground Service Alert-Southern California (USA)	1-800-422-4133 1-800-227-2600

Excavations required to install construction area signs shall be performed by hand methods without the use of power equipment, except that power equipment may be used if it is determined there are no utility facilities in the area of the proposed post holes.

Sign substrates for stationary mounted construction area signs may be fabricated from fiberglass reinforced plastic as specified under "Approved Traffic Products" of these special provisions.

### **10-1.13 MAINTAINING TRAFFIC**

Attention is directed to Sections 7-1.08, "Public Convenience," 7-1.09, "Public Safety," and 12, "Construction Area Traffic Control Devices," of the Standard Specifications and to the provisions in "Public Safety" of these special provisions and these special provisions. Nothing in these special provisions shall be construed as relieving the Contractor from the responsibilities specified in Section 7-1.09.

No work that would require a lane closure shall be performed.

### **10-1.14 TEMPORARY CRASH CUSHION MODULE**

This work shall consist of furnishing, installing, and maintaining sand filled temporary crash cushion modules in groupings or arrays at each location shown on the plans, as specified in these special provisions or where designated by the Engineer. The grouping or array of sand filled modules shall form a complete sand filled temporary crash cushion in conformance with the details shown on the plans and these special provisions.

Attention is directed to "Public Safety", "Order of Work", and "Temporary Railing" of these special provisions.

#### **GENERAL**

Whenever the work or the Contractor's operations establishes a fixed obstacle, the exposed fixed obstacle shall be protected with a sand filled temporary crash cushion. The sand filled temporary crash cushion shall be in place prior to opening the lanes adjacent to the fixed obstacle to public traffic.

Sand filled temporary crash cushions shall be maintained in place at each location, including times when work is not actively in progress. Sand filled temporary crash cushions may be removed during a work period for access to the work provided that the exposed fixed obstacle is 4.6 m or more from a lane carrying public traffic and the temporary crash cushion is reset to protect the obstacle prior to the end of the work period in which the fixed obstacle was exposed. When no longer required, as determined by the Engineer, sand filled temporary crash cushions shall be removed from the site of the work.

#### **MATERIALS**

At the Contractor's option, the modules for use in sand filled temporary crash cushions shall be either Energite III Inertial Modules, Fitch Inertial Modules or Traffix Sand Barrels manufactured after March 31, 1997, or equal:

- A. Energite III Inertial Modules, manufactured by Energy Absorption Systems, Inc., One East Wacker Drive, Chicago, IL 60601-2076, Telephone 1-312-467-6750, FAX 1-800-770-6755.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- B. Fitch Inertial Modules, manufactured by Roadway Safety Service, Inc., 1050 North Rand Road, Wauconda, IL 60084, Telephone 1-800-426-0839, FAX 1-847-487-9820.
  - 1. Distributor (Northern): Traffic Control Service, Inc., 8585 Thys Court, Sacramento, CA 95828, Telephone 1-800-884-8274, FAX 1-916-387-9734
  - 2. Distributor (Southern): Traffic Control Service, Inc., 1881 Betmor Lane, Anaheim, CA 92805, Telephone 1-800-222-8274, FAX 1-714-937-1070.
- C. Traffix Sand Barrels, manufactured by Traffix Devices, Inc., 220 Calle Pintoresco, San Clemente, CA 92672, Telephone 1-949-361-5663, FAX 1-949-361-9205.
  - 1. Russ Enterprises, Inc., 1533 Berger Drive, San Jose, CA 95112, Telephone 1-408-287-4303, FAX 1-408-287-1929.
  - 2. Statewide Safety, P.O. Box 1440, Pismo Beach, CA 93448, Telephone 1-800-559-7080, FAX 1-805-929-5786.

Modules contained in each temporary crash cushion shall be of the same type at each location. The color of the modules shall be the standard yellow color, as furnished by the vendor, with black lids. The modules shall exhibit good workmanship free from structural flaws and objectionable surface defects. The modules need not be new. Good used undamaged modules conforming to color and quality of the types specified herein may be utilized. If used Fitch modules requiring a seal are furnished, the top edge of the seal shall be securely fastened to the wall of the module by a continuous strip of heavy duty tape.

Modules shall be filled with sand in conformance with the manufacturer's directions, and to the sand capacity in kilograms for each module shown on the plans. Sand for filling the modules shall be clean washed concrete sand of commercial quality. At the time of placing in the modules, the sand shall contain not more than 7 percent water as determined by California Test 226.

Modules damaged due to the Contractor's operations shall be repaired immediately by the Contractor at the Contractor's expense. Modules damaged beyond repair, as determined by the Engineer, due to the Contractor's operations shall be removed and replaced by the Contractor at the Contractor's expense.

## **INSTALLATION**

Temporary crash cushion modules shall be placed on movable pallets or frames conforming to the dimensions shown on the plans. The pallets or frames shall provide a full bearing base beneath the modules. The modules and supporting pallets or frames shall not be moved by sliding or skidding along the pavement or bridge deck.

A Type R or P marker panel shall be attached to the front of the crash cushion as shown on the plans, when the closest point of the crash cushion array is within 3.6 m of the traveled way. The marker panel, when required, shall be firmly fastened to the crash cushion with commercial quality hardware or by other methods determined by the Engineer.

At the completion of the project, temporary crash cushion modules, sand filling, pallets or frames, and marker panels shall become the property of the Contractor and shall be removed from the site of the work. Temporary crash cushion modules shall not be installed in the permanent work.

## **MEASUREMENT AND PAYMENT**

Temporary crash cushion modules placed in conformance with the provisions in "Public Safety" of these special provisions will not be measured nor paid for.

### **10-1.15 WILLOW CUTTINGS (PLANT GROUP W)**

Willow cutting work shall consist of obtaining, transporting and planting willow cuttings in conformance with the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

Willow cuttings shall not be planted before October 15 and after December 1 and until the soil is moist to a minimum depth of 200 mm, unless otherwise permitted, in writing, by the Engineer.

Prior to planting, an area 600 mm in diameter shall be cleared of weed growth at each proposed plant (willow cutting) location. Pesticides shall not be used for weed control within the 600-mm diameter area.

The Contractor shall notify the Engineer, in writing, at least 10 working days prior to gathering willow cuttings. The cuttings shall be taken only adjacent areas designated by the Engineer.

Willow cuttings shall be taken at random from healthy, vigorous plants. Not more than 50 percent of the plants in a designated area shall be taken. Not more than 25 percent of each individual plant shall be cut. Cuts shall be made with sharp, clean tools.

Willow cuttings shall be reasonably straight, 400 mm to 500 mm in length, and 20 mm to 40 mm in diameter at the base of the cutting. The top of each willow cutting shall be cut square above a leaf bud, and the base of each willow cutting shall be cut below a leaf bud at an angle of approximately 45 degrees. Willow cuttings shall have leaves and branches trimmed off flush with the stem. Pruned branches and trimmings shall be spread in the designated willow cutting areas so that no areas are left unsightly.

Willow cuttings shall be planted within 48 hours after cutting and shall be kept wet until planted. Willow cuttings not planted within 48 hours after cutting, or allowed to dry out, shall not be used. Willow cuttings not used shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

A root stimulant shall be applied to the willow cuttings immediately prior to planting. The stimulant shall be applied in conformance with the printed instructions of the root stimulant manufacturer. A copy of the instructions shall be furnished to the Engineer prior to applying the stimulant.

Planting holes shall be made perpendicular to the ground line and shall be formed with a steel bar or excavated by use of an auger, post hole digger or similar tools. Plant holes shall be large enough to receive the willow cuttings in order that the willow cuttings may be planted to the proper depths without damage to the bark. Where rock or other hard material prohibits holes from being excavated as specified, new holes shall be excavated and the abandoned holes backfilled.

If the soil in and around the plant hole is not wet prior to planting, the soil shall be watered and maintained in a wet state until the willow cuttings are planted.

Commercial fertilizer (tablet) shall be a slow release type, shall be 21-g size tablets weighing  $21 \text{ g} \pm 1 \text{ g}$  each, and shall have the following guaranteed chemical analysis:

Ingredient	Percentage
Nitrogen	20
Phosphoric Acid	10
Water Soluble Potash	5

One 21-g size commercial fertilizer tablet shall be placed at the bottom of each planting hole and covered with a minimum of 50 mm of soil before planting the willow cutting.

At the option of the Contractor, two 10.5-g size tablets may be used in place of each 21-g size tablet specified herein. Regardless of the tablet size used, each tablet shall be the slow release type and shall have the same guaranteed chemical analysis as specified for the 21-g size tablets. Each 10.5-g size tablet shall weigh  $10.5 \text{ g} \pm 0.5\text{-g}$ .

The base of willow cuttings shall be planted from 450 mm to 500 mm deep (approximately two thirds the willow cutting's length) and shall have from 3 to 5 bud scars exposed above the plant hole. Cuttings with more than 5 bud scars exposed shall have excess scars removed by pruning. After planting, the plant holes shall be backfilled with excavated material. The excavated material shall be distributed evenly within the hole without clods, lumps or air pockets and compacted without damage to the willow cutting's bark. Compaction shall be adequate to prevent the willow cutting from being easily removed from the soil.

Cuttings shall be watered and maintained in a healthy condition from the time the cuttings are planted until acceptance of the contract. Cuttings that die shall be replaced at the Contractor's expense. The method of planting replacement cuttings shall be as specified in this section for willow cuttings.

The quantity of willow cuttings will be measured as units determined from actual count in place, excluding additional willow cuttings required for replacement cuttings.

Full compensation for obtaining and transporting willow cuttings, preparing planting holes, furnishing and placing fertilizer tablets, and applying root stimulant shall be considered as included in the contract unit price paid for plant (Group W) and no additional compensation will be allowed therefor.

## **SECTION 10-2 HIGHWAY PLANTING AND IRRIGATION SYSTEMS**

### **10-2.01 GENERAL**

The work performed in connection with highway planting and irrigation systems shall conform to the provisions in Section 20, "Erosion Control and Highway Planting," of the Standard Specifications and these special provisions.

#### **PROGRESS INSPECTIONS**

Progress inspections will be performed by the Engineer for completed highway planting and irrigation system work at designated stages during the life of the contract.

Progress inspections will not relieve the Contractor of responsibility for installation in conformance with the special provisions, plans and Standard Specifications. Work within an area shall not progress beyond each stage until the inspection has been completed, corrective work has been performed, and the work is approved, unless otherwise permitted by the Engineer.

The requirements for progress inspections will not preclude additional inspections of work by the Engineer at other times during the life of the contract.

The Contractor shall notify the Engineer, in writing, at least 4 working days prior to completion of the work for each stage of an area and shall allow a minimum of 3 working days for the inspection.

Progress inspections will be performed at the following stages of work:

- A. During pressure testing of the pipelines on the supply side of control valves.
- B. During testing of low voltage conductors.
- C. Before planting begins and after completion of the work specified for planting in Section 20-4.03, "Preparing Planting Areas," of the Standard Specifications.
- D. Before plant establishment work begins and after completion of the work specified for planting in Section 20-4.05, "Planting," of the Standard Specifications.
- E. At intervals of one month during the plant establishment period.

### **10-2.02 EXISTING HIGHWAY PLANTING**

In addition to the provisions in Section 20 of the Standard Specifications, work performed in connection with existing highway planting shall be in conformance with the provisions in Section 15, "Existing Highway Facilities," of the Standard Specifications and these special provisions.

Replacement planting shall conform to the requirements specified under "Preservation of Property" of these special provisions.

### **REMOVE EXISTING PLANTS FOR TRENCHING**

Removing existing plants for trenching shall conform to the provisions in Section 20-5.026, "Remove Existing Plants for Trenching," of the Standard Specifications and these special provisions.

Removing existing plants for trenching work shall consist of removing and replacing ground cover, pruning trees and shrubs within trench locations, and disposing of removed ground cover and prunings.

Replacement of removed ground cover within the maximum 1.8-m width, as specified in Section 20-5.026, "Remove Existing Plants for Trenching," of the Standard Specifications, will not be required.

Trees and shrubs adjacent to dikes, walks, fences, guard railing, and pavement edges may be pruned back 3 m from these facilities to facilitate trenching work. When trenching is to be performed adjacent to other trees and shrubs that cannot be avoided, the trees and shrubs may be pruned upon receipt of prior written approval of the Engineer.

Pruning shall include removal of deadwood, suckers, and broken or bruised branches 25 mm or larger in diameter. Pruning shall conform to the provisions in Section 20-4.055, "Pruning," of the Standard Specifications.

Removed ground cover and pruned materials shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

### **10-2.03 (BLANK)**

### **LOCATE EXISTING CROSSEOVERS AND CONDUITS**

Existing crossovers and conduits shown on the plans to be incorporated in the new work shall be located in conformance with the provisions for locating conduits in Section 20-5.03B, "Conduit for Irrigation Crossovers," of the Standard Specifications.

Unless otherwise directed by the Engineer, existing crossovers and conduits shown on the plans to be incorporated in the new work shall be located prior to performing work on irrigation systems.

If debris is encountered in the ends of conduits, the debris shall be removed prior to performing other work in the conduits. Removal of debris within the first one meter in these conduits shall be at the Contractor's expense. If debris is encountered in the conduits more than one meter from the ends of the conduits, the additional debris shall be removed as directed by the Engineer and the removal work will be paid for as extra work as provided in Section 4-1.03D of the Standard Specifications.

### **10-2.04 HIGHWAY PLANTING**

The work performed in connection with highway planting shall conform to the provisions in Section 20-4, "Highway Planting," of the Standard Specifications and these special provisions.

### **HIGHWAY PLANTING MATERIALS**

#### **Mulch**

Mulch shall be wood chips. Wood chips produced from tree trimmings may contain leaves and small twigs.

### **ROADSIDE CLEARING**

Prior to preparing planting areas or commencing irrigation trenching operations for planting areas, trash and debris shall be removed from these areas and a distance of 3 m beyond the edges of those areas. At locations where proposed planting areas are 3.6 m or more from the edges of dikes, curbs, sidewalks, fences, walls, paved shoulders and existing planting to remain or to be maintained, the clearing limit shall be 2 m beyond the outer limits of the proposed planting area.

In addition to removing trash and debris, the project area shall be cleared as specified herein:

- A. Existing plants shown on the plans to be girdled shall be killed by cutting through the bark and cadmium layer of the plant. Cutting depth shall be enough to kill the plant without reducing the structural integrity of the plant.
- B. Weeds shall be killed and removed within planting areas where plants are to be planted in groups or rows 4.6 m or less apart and from within an area extending 2 m beyond the outer limits of the groups or rows of plants.

After the initial roadside clearing is complete, additional roadside clearing work shall be performed as necessary to maintain the areas, as specified above, in a neat appearance until the start of the plant establishment period. This work shall include the following:



- A. Trash and debris shall be removed.
- B. Rodents shall be controlled.
- C. Weed growth shall be killed before the weeds reach the seed stage of growth or exceed 150 mm in length, .
- D. Weeds in plant basins, including basin walls, shall be removed by hand pulling, after the plants have been planted.

### **Weed Control**

Weed control shall also conform to the following:

- A. Removed weeds shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

### **PESTICIDES**

Pesticides shall not be used on this project.

### **PREPARING PLANTING AREAS**

Plants adjacent to drainage ditches shall be located so that after construction of the basins, no portion of the basin walls shall be less than the minimum distance shown on the plans for each plant involved.

### **PREPARE HOLES**

Holes for plants shall be excavated to the minimum dimensions shown on the plans.

Backfill material for plant holes shall be a mixture of soil and other materials shown on the Plant List. Backfill material shall be thoroughly mixed and uniformly distributed throughout the entire depth of the plant hole without clods and lumps.

Full compensation for furnishing and mixing plant hole backfill material for plant holes shall be considered as included in the contract unit price paid for prepare hole (soil amendment) and no separate payment will be made therefor.

### **PLANTING**

Plants shall be staked as shown on the plans. The stake shall not be driven through the rootball of the plant.

Attention is directed to "Irrigation Systems Functional Test" of these special provisions regarding functional tests of the irrigation systems. Planting shall not be performed in an area until the functional test has been completed for the irrigation system serving that area.

Full compensation for furnishing and applying mulch shall be considered as included in the contract unit prices paid for the various items of plants involved and no separate payment will be made therefor.

### **PLANT ESTABLISHMENT WORK**

The plant establishment period shall be Type 1 and shall be 750 working days.

0.02 M3 of mulch shall be placed in plant basins 60 days prior to the end of the plant establishment period.

Weeds within plant basins, including basin walls and ground cover, shall be controlled by hand pulling.

Weeds outside of plant basins, shall be controlled by mowing. At locations where proposed planting areas are 3.6 m or more from the edges of existing plantings to remain and from shoulders, dikes, sidewalks, fences, and walls, the mowing limit shall be 2 m beyond the outer limits of the proposed planting area.

At the option of the Contractor, plants of a larger container size than those originally specified may be used for replacement plants during the first 125 working days of the plant establishment period. The use of plants of a larger container size than those originally specified for replacement plants shall be at the Contractor's expense.

After 125 working days of the plant establishment period have been completed, replacement of plants, except for ground cover plants, shall be No. one size for seedlings, pot and liner size plants; No. 5 size for No. one size plants; and other plant replacement plants shall be the same size as originally specified.

Wye strainers shall be cleaned at least 15 days prior to the completion of the plant establishment period.

The final inspection shall be performed in conformance with the provisions in Section 5-1.13, "Final Inspection," of the Standard Specifications and shall be completed a minimum of 20 working days before the estimated completion of the contract.

## **10-2.05 IRRIGATION SYSTEMS**

Irrigation systems shall be furnished and installed in conformance with the provisions in Section 20-5, "Irrigation Systems," of the Standard Specifications, except materials containing asbestos fibers shall not be used.

Attention is directed to the provisions in "Obstructions" of these special provisions, regarding work over or adjacent to existing underground facilities. Excavation for proposed irrigation facilities shall not be started until the existing underground facilities have been located.

Only pipeline trenches and excavation pits for supply lines being supplied from one water service point shall be open at one time. After pressure testing is complete, trenches and pits excavated for pipe supply lines, being supplied from one water service point, shall be backfilled prior to commencing excavations for pipe supply lines being supplied from another water service point.

### **VALVE BOXES**

Valve boxes shall conform to the provisions in Section 20-2.24, "Valve Boxes," of the Standard Specifications, except as otherwise provided herein.

Valve boxes shall be precast portland cement concrete.

Covers for concrete valve boxes shall be concrete.

Valve boxes shall be identified on the top surface of the covers by labels containing the appropriate abbreviation for the irrigation facility contained in the valve box as shown on the plans. Valve boxes that contain remote control valves shall be identified by the appropriate letters and numbers (controller and station numbers). Labels for valve boxes shall conform to the provisions in Section 20-5.03F, "Valves and Valve Boxes," of the Standard Specifications.

Label material shall be plate plastic or polyurethane.

### **ELECTRIC AUTOMATIC IRRIGATION COMPONENTS**

#### **Irrigation Controllers**

Irrigation controllers shall be single, solid-state independent controllers conforming to the following:

- A. Irrigation controllers shall be fully automatic and shall have four separate irrigation programs capable of operating a complete irrigation program.
- B. A dial switch shall be provided on the face of the control panel that will turn the irrigation controller "on" or "off" and provide for automatic or manual operation test programming, water budgeting and programmable rain delay. Manual operation shall allow cycle start at the desired station and shall allow activation of a single station.
- C. The watering time and circuit integrity of each station shall be displayed on the face of the control panel.
- D. The irrigation controller shall operate on a 117 VAC plus or minus 10 percent power input and be capable of actuating up to two 24 VAC, 7VA solenoid valves per station plus a master valve simultaneously. The controller and the low voltage output source shall be protected by fuses or circuit breakers.
- E. The irrigation controller mechanism, panel and circuit board shall be connected to the low voltage control and neutral conductors by means of a quick connect plug and receptacle connectors located in the irrigation controller enclosure.
- F. Each station shall have a variable or incremental timing adjustment with a range of 0-2 hours in one minute increments. Controller station operation shall be automatic sequential stacking to avoid overlapping operation unless programmed to overlap.
- G. Irrigation controllers shall be capable of four separate programs each with different start times, watering days, day cycles and station timing capable of eight start times per day.
- H. Irrigation controllers shall have two outputs that can energize a pump start circuit or a remote control valve (master). One output shall be programmable by station.
- I. Irrigation controllers shall be manufactured by the same company.
- J. Where direct burial conductors are to be connected to the terminals strip, the conductors shall be connected with the proper size open-end crimp-on wire terminals. No exposed wire shall extend beyond the crimp of the terminal and the wires shall be parallel on the terminal strip.

Attention is directed to the provisions in Section 10-3, "Electrical Systems," of these special provisions, regarding electrical power for irrigation controllers and irrigation controller enclosure cabinets.

#### **Electric Remote Control Valves**

Electric remote control valves shall conform to the provisions in Section 20-2.23, "Control Valves," of the Standard Specifications and the following:

- A. Valves shall be cast iron construction.
- B. Valves shall be combination angle pattern (bottom inlet and side inlet) installed as an angle pattern (bottom inlet), as shown on the plans.

### **Pull Boxes**

Pull box installations shall conform to the provisions in Section 20-5.027I, "Conductors, Electrical Conduits and Pull Boxes," of the Standard Specifications.

### **Conductors**

Low voltage, as used in this section "Conductors," shall mean 36 V or less.

Low voltage control and neutral conductors in pull boxes and valve boxes, at irrigation controller terminals, and at splices shall be marked as follows:

- A. Conductor terminations and splices shall be marked with adhesive backed paper markers or adhesive cloth wrap-around markers, with clear, heat-shrinkable sleeves sealed over the markers.
- B. Non-spliced conductors in pull boxes and valve boxes shall be marked with clip-on, "C" shaped, white extruded polyvinyl chloride sleeves. Marker sleeves shall have black, indented legends of uniform depth with transparent overlays over the legends and "chevron" cuts for alignment of 2 or more sleeves.

Markers for the control conductors shall be identified with the appropriate number or letter designations of irrigation controllers and station numbers. Markers for neutral conductors shall be identified with the appropriate number or letter designations of the irrigation controllers.

The color of low voltage neutral and control conductor insulation, except for the striped portions, shall be homogeneous throughout the entire thickness of the insulation.

Insulation for conductors may be UL listed polyethylene conforming to UL44 test standards with a minimum insulation thickness of 1.05 mm for wire sizes 10AWG and smaller.

### **ARMOR-CLAD CONDUCTORS**

Armor-clad conductors shall be used in direct burial applications from pull boxes adjacent to irrigation controller enclosure cabinets to the remote control valves and other irrigation facilities in conformance with the details shown on the plans and these special provisions.

Armor-clad conductors shall conform to the following:

- A. Conductors shall be the proper size for the application, and shall be solid, uncoated copper with a conductor size of not less than 90 percent of the AWG diameter required.
- B. Conductor insulation coverings shall be manufactured of polyvinyl chloride (PVC) conforming to UL style, Type UF 60°C, 600 V. Average thickness of insulation shall be not less than 1.52 mm with a minimum thickness of 1.37 mm at any one point.
- C. Armor shall be a minimum of 0.13-mm thick by 12.7 mm wide, Type 304 stainless steel tape that is helically wrapped over each conductor with a 33 percent minimum overlap.
- D. Outer jacket for conductors shall be sunlight resistant PVC and shall conform to the Insulated Power Cable Engineer's Association (ICEA) S-61-402, NEMA Standard WC5, and UL Listing 1263. Nominal thickness of the outer jacket shall be 0.76-mm with a minimum thickness of 0.61 mm at any one point.

### **IRRIGATION SYSTEMS FUNCTIONAL TEST**

Functional tests for the irrigation controllers and associated automatic irrigation systems shall conform to the provisions in Section 20-5.027J, "Testing," of the Standard Specifications and these special provisions.

Tests shall demonstrate to the Engineer, through one complete cycle of the irrigation controllers in the automatic mode, that the associated automatic components of the irrigation systems operate properly. If automatic components of the irrigation systems fail a functional test, these components shall be repaired at the Contractor's expense and the testing repeated until satisfactory operation is obtained.

Associated automatic components shall include, but not be limited to, remote control valves.

Upon completion of work on an irrigation system, including correction of deficiencies and satisfactory functional tests for the systems involved, the plants to be planted in the area watered by the irrigation system may be planted provided the planting areas have been prepared as specified in these special provisions.

### **IRRIGATION CROSSOVERS (OPEN TRENCH)**

Irrigation crossovers to be installed under existing surfacing shall include conduits, water line crossovers, sprinkler control crossovers, and appurtenances and shall be installed in conformance with the details shown on the plans and these special provisions.

Conduits shall be installed in open trenches and shall conform to the provisions in Section 20-5.03B, "Conduit for Irrigation Crossovers," of the Standard Specifications.

Conduits shall be:

Acrylonitrile-butadiene-styrene (ABS) composite pipe.

Water line crossovers shall conform to the provisions in Section 20-5.03C, "Water Line Crossovers," of the Standard Specifications.

Sprinkler control crossovers shall conform to the provisions in Section 20-5.027D, "Sprinkler Control Crossovers," of the Standard Specifications.

Pull boxes shall be installed in conformance with the details shown on the plans and shall conform to the provisions in Section 20-5.027I, "Conductors, Electrical Conduit and Pull Boxes," of the Standard Specifications.

Conduits to be installed under existing pavement shall be installed in a trench approximately 300 mm wider than the outside diameter of the conduit to be installed. The top of the installed conduit shall be a minimum of 450 mm below finished grade.

The outline of areas of surfacing to be removed shall be cut with an abrasive type saw or a rock cutting excavator specifically designed for this purpose. The minimum depth of cuts in asphalt concrete shall be 50 mm. Cuts shall be neat and true with no shatter outside the removal area. Removed asphalt concrete shall be disposed of outside the highway right of way in conformance with the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right of Way," of the Standard Specifications.

Backfill for trenches shall be structure backfill conforming to the provisions in Section 19-3.06, "Structure Backfill," of the Standard Specifications.

The compacted thicknesses of the replacement underlying material, asphalt concrete shall be not less than the thickness of the respective material removed as specified above. The finished surface of the asphalt concrete shall be flush with the adjacent surface. Where asphalt concrete surfacing is placed adjacent to curbs, the finished surface of the asphalt concrete surfacing and portland cement concrete shall be flush with the top of the adjacent curb.

Asphalt concrete for replacing removed asphalt concrete surfacing and facilities shall conform to the following requirements:

- A. Asphalt concrete shall be produced at a central mixing plant.
- B. Paving asphalt and aggregates shall be commercial quality.
- C. The amount of asphalt binder to be mixed with the aggregate shall be between 5 percent and 10 percent by mass of the dry aggregate. The exact amount will be determined by the Engineer.
- D. The aggregate shall have a Sand Equivalent value of not less than 30.
- E. The aggregate shall conform to the 9.5-mm Maximum grading specified for Type B asphalt concrete in Section 39-2.02, "Aggregate," of the Standard Specifications.
- F. A Certificate of Compliance shall be furnished to the Engineer in conformance with the provisions in Section 6-1.07, "Certificates of Compliance," of the Standard Specifications.

Asphalt concrete shall be spread at a temperature of not less than 121°C. Asphalt concrete shall be spread and compacted by methods that will produce an asphalt concrete surfacing of uniform smoothness and texture.

Asphalt concrete placed in trenches may be placed in one layer provided the compacted thickness is 76 mm or less.

Asphalt concrete shall be thoroughly compacted. Where practicable, asphalt concrete shall be rolled with power rollers. Where the power rollers cannot be operated, compaction shall be obtained by hand rollers or an impactor.

Full compensation for water line crossover appurtenances, cutting, removing and disposing of existing asphalt concrete surfacing ; excavation and backfill; replacing existing asphalt concrete surfacing facilities; and checking and pressure testing supply line pipe in conduit shall be considered as included in the contract price paid per meter for the size and type of conduit involved and no separate payment will be made therefor.

## **PIPE**

### **Steel Pipe**

Galvanized steel pipe supply lines installed between water meters and backflow preventer assemblies shall be installed not less than 610 mm below finished grade, measured to the top of the pipe.

### **Plastic Pipe**

Plastic pipe supply lines shall be polyvinyl chloride (PVC) 1120 or 1220 pressure rated pipe with the minimum pressure rating (PR) shown on the plans.

Plastic pipe supply lines less than 100 mm in diameter shall have solvent cemented type joints. Primers shall be used on the solvent cemented type joints.

Plastic pipe supply lines downstream from the remote control valves for Type C-2 sprinklers shall have a minimum cover of 150 mm.

A nonhardening joint compound shall be used in place of the pipe thread sealant tape conforming to the provisions in Section 20-5.03E, "Pipe," of the Standard Specifications. Joint compounds shall be applied in conformance with the manufacturer's recommendations.

Fittings for plastic pipe supply lines with a pressure rating (PR) of 315 shall be Schedule 80.

## **WATER METER**

Water meters for the irrigation systems will be furnished and installed by the serving utility at the locations shown on the plans.

The Contractor shall make the arrangements and pay the costs and fees required by the serving utility.

The San Jose Water Company has established a fee of \$5,500 for furnishing and installing a 50 mm water meter and \$8,000 for furnishing and installing a 75 mm water meter. If, at the time of installation, this fee has been changed, the State will take a credit for the reduction in the fee, or the State will pay the difference for the increase in the fee. The credit or payment will be taken or paid on the first monthly progress payment made after the meter is installed. The Contractor shall furnish the Engineer with a copy of the invoice for the installation fee.

Attention is directed to Section 20-4.06, "Watering," of the Standard Specifications. The Contractor shall make the arrangements for furnishing and applying water until the water meters have been installed by the serving utility.

The quantity of water meters will be measured by the unit as determined from actual count in place.

The contract unit price paid for water meter shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing water meters, complete in place, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

## **BACKFLOW PREVENTER ASSEMBLIES**

Backflow preventers shall conform to the provisions in Section 20-2.25, "Backflow Preventers," of the Standard Specifications and these special provisions.

Pressure loss through the backflow preventers shall not exceed the following:

BACKFLOW PREVENTER SIZE (millimeters)	FLOW RATE (Liters per minute)	PRESSURE LOSS (kPa)
50	210	86
75	1230	103

Backflow preventer assemblies shall be painted with a minimum of 2 applications of a commercial quality enamel paint. The color of the paint shall be dark green.

When backflow preventer assembly enclosures are specified, the portland cement concrete pads for the enclosures will be paid for in conformance to the provisions in "Backflow Preventer Assembly Enclosures" of these special provisions.

## **BACKFLOW PREVENTER ASSEMBLY ENCLOSURE**

Enclosures shall be fabricated of structural steel angles and flattened expanded metal and shall be installed over backflow preventer assemblies on a portland cement concrete pad in conformance with the details shown on the plans. There shall be 50 mm minimum clearance between the backflow preventer assembly and the backflow preventer assembly enclosure. The concrete pad shall extend a minimum of 50 mm beyond the outer limits of the backflow preventer assembly enclosure, unless otherwise shown on the plans or as specified in these special provisions.

Expanded metal for sides, ends and top panels shall be fabricated from 1.9 mm (14-gage), minimum thickness, sheet steel. The flattened expanded metal openings shall be approximately 20 mm by 45 mm in size.

Expanded metal panels shall be attached to the steel frames by a series of welds, not less than 6.4 mm in length and spaced not more than 100 mm on centers, along the edges of the enclosures.

Enclosure door handles shall have provisions for padlocking in the latched position. Padlocks will be State-furnished as provided under "State-furnished Materials" of these special provisions.

Enclosures shall be galvanized, after fabrication, in conformance with the provisions in Section 75-1.05, "Galvanizing," of the Standard Specifications.

Portland cement concrete for the concrete pad shall be minor concrete conforming to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications.

Hold down bolt assemblies shall be galvanized and shall be installed when the portland cement concrete pad is still plastic. Nuts shall be hexagonal and washers shall be the lock type.

Enclosures shall be painted with one application of a commercial quality pre-treatment, vinyl wash primer and a minimum of one application of a commercial quality, exterior enamel for metal. The finish color shall be dark green.

The quantity of backflow preventer assembly enclosures will be measured by the unit as determined from actual count in place.

The contract unit price paid for the backflow preventer assembly enclosure shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in furnishing and installing a backflow preventer assembly enclosure, complete in place, including constructing the portland cement concrete pad, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

### **TESTING BACKFLOW PREVENTERS**

New backflow preventers installed by the Contractor shall be tested for proper operation in conformance with the provisions in Section 20-5.03J, "Check and Test Backflow Preventers," of the Standard Specifications and these special provisions.

Tests for new backflow preventers shall be satisfactorily completed after installation of the backflow preventer assembly and before operation of the irrigation systems. Existing backflow preventers shall be tested, and repaired if required, when existing irrigation facilities are checked.

New backflow preventers shall be retested one year after the satisfactory completion of the previous test or 10 days prior to completion of the plant establishment period, whichever occurs first.

### **SPRINKLERS**

Sprinklers shall conform to the type, pattern, material, and operating characteristics listed in the "Sprinkler Schedule" shown on the plans.

### **WYE STRAINERS**

Wye strainers shall be installed on the upstream side of the electric remote control valves as shown on the plans.

When garden valves are opened, discharge shall be up and out of the valve box.

Full compensation for garden valves and pipe fittings for garden valves on wye strainers shall be considered as included in the contract unit price paid for the size of wye strainer involved and no separate payment will be allowed therefor.

### **FINAL IRRIGATION SYSTEM CHECK**

A final check of new irrigation facilities shall be performed not more than 20 working days prior to acceptance of the contract.

The length of watering cycles using potable water measured by water meters for the final check of irrigation facilities will be determined by the Engineer.

Remote control valves connected to new irrigation controllers shall be checked for automatic performance when the controllers are in automatic mode.

Unsatisfactory performance of irrigation facilities installed by the Contractor shall be repaired and rechecked at the Contractor's expense until satisfactory performance is obtained, as determined by the Engineer.

Nothing in this section "Final Irrigation System Check" shall relieve the Contractor of full responsibility for making good or repairing defective work or materials found before the formal written acceptance of the entire contract by the Director.

Full compensation for checking the irrigation systems prior to the acceptance of the contract shall be considered as included in the contract lump sum price paid for plant establishment work and no additional compensation will be allowed therefor.

## **SECTION 10-3. ELECTRICAL SYSTEMS**

### **10-3.01 DESCRIPTION**

Installing irrigation controller enclosure cabinets and electric service (irrigation) shall conform to the provisions in Section 86, "Signals, Lighting and Electrical Systems," of the Standard Specifications and these special provisions.

### **10-3.02 COST BREAK-DOWN**

Cost break-downs shall conform to the provisions in Section 86-1.03, "Cost Break-Down," of the Standard Specifications and these special provisions.

The Engineer shall be furnished a cost break-down for each contract lump sum item of work described in this Section 10-3.

The cost break-down shall be submitted to the Engineer for approval within 10 days after the contract has been approved. The cost break-down shall be approved, in writing, by the Engineer before any partial payment for the items of electrical work will be made.

### 10-3.03 CONDUIT

Conduit to be installed underground shall be Type 1 or Type 3 unless otherwise specified. The conduit in a foundation and between a foundation and the nearest pull box shall be Type 1.

Conduit sizes shown on the plans and specified in the Standard Specifications and these special provisions are referenced to metallic type conduit. When rigid non-metallic conduit is required or allowed, the nominal equivalent industry size shall be used as shown in the following table:

Size Designation for Metallic Type Conduit	Equivalent Size for Rigid Non-metallic Conduit
21	20
27	25
41	40
53	50
63	65
78	75
103	100

When a standard coupling cannot be used for joining Type 1 conduit, a UL listed threaded union coupling conforming to the provisions in Section 86-2.05C, "Installation," of the Standard Specifications, or a concrete-tight split coupling, or concrete-tight set screw coupling shall be used.

When Type 3 conduit is placed in a trench (not in pavement or under portland cement concrete sidewalk), after the bedding material is placed and the conduit is installed, the trench shall be backfilled with commercial quality concrete, containing not less than 250 kg of portland cement per cubic meter, to not less than 100 mm above the conduit before additional backfill material is placed.

After conductors have been installed, the ends of conduits terminating in pull boxes, service equipment enclosures, and controller cabinets shall be sealed with an approved type of sealing compound.

At locations where conduit is required to be installed under pavement and if a delay to vehicles will not exceed 5 minutes, conduit may be installed by the "Trenching in Pavement Method."

### 10-3.04 PULL BOXES

Grout shall not be placed in the bottom of new or existing pull boxes.

Pull boxes for circuits labeled "(CITY/COUNTY) CIRCUIT" on the plans shall not have the "CALTRANS" cover marking. The covers shall be marked "CITY OF SAN JOSE".

### 10-3.05 CONDUCTORS AND WIRING

Splices shall be insulated by "Method B"

The minimum insulation thickness, at any point, for Type USE, RHH or RHW wire shall be 1.0 mm for conductor sizes No. 14 to No. 10, inclusive, and 1.3 mm for No. 8 to No. 2, inclusive. The minimum insulation thickness, at any point, for Type THW and TW wires shall be 0.69 mm for conductor sizes No. 14 to No. 10, inclusive, 1.02 mm for No. 8, and 1.37 mm for No. 6 to No. 2, inclusive.

### 10-3.06 ELECTRIC SERVICE (IRRIGATION)

Electric service (irrigation) shall be from the service points to the irrigation controllers (IC) and to the spaces provided in the irrigation controller enclosure cabinets (CEC) for irrigation controllers as shown on the plans.

Irrigation Controller (IC) 'A, B, C, D, and E': A single-pole, 20-A circuit breaker is available in the existing type III Service Cabinet enclosures as shown on the plans.

The inscription on the nameplates shall be the identifying letter designation used on the plans and in these special provisions, or shall be as directed by the Engineer.

Electric service (irrigation) will be paid for on a lump sum basis.

The contract lump sum price paid for electric service (irrigation) shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in installing electric service (irrigation) for irrigation controllers, complete in place, including conductors, conduit and pull boxes to the pull box adjacent to irrigation

controller enclosure cabinets and irrigation controllers, as shown on the plans, as specified in these special provisions, and as directed by the Engineer.

#### **10-3.07 IRRIGATION CONTROLLER ENCLOSURE CABINET**

Irrigation controller enclosure cabinets (CEC) shall be constructed and the equipment within the cabinets shall be installed in conformance with the details shown on the plans, the provisions in the Standard Specifications, and these special provisions.

Irrigation controller enclosure cabinets shall be of metal construction conforming to the details for empty Type P signal cabinets shown on Standard Plans ES-3A and ES-3C, except that the fluorescent interior light, police panels, and shelves shall not be provided, unless otherwise shown on the plans. Cabinets shall be provided with cross ventilation, roof ventilation or a combination of both. The anchorage arrangement shall be inside the cabinet as shown on the plans. Dimensions of the cabinet shall be suitable for the equipment to be installed as shown on the plans and specified in these special provisions.

Irrigation controller enclosure cabinets shall be fabricated in conformance with the provisions in Section 86-3.04A, "Cabinet Construction," of the Standard Specifications.

Irrigation controller enclosure cabinets shall be fabricated of stainless steel.

Irrigation controller enclosure cabinet doors shall not be furnished with integral door locks. Irrigation controller enclosure cabinet door handles shall have provisions for padlocking in the latched position. Padlocks will be State-furnished as provided under "Materials" of these special provisions.

Inside of the doors shall have provisions for storage of the irrigation plans.

Duplex convenience receptacles shall have ground-fault circuit interruption as defined by the Code. Circuit interruption shall occur on 6 mA of ground-fault current and shall not occur on less than 4 mA. Receptacles shall be installed in a weatherproof housing with rainproof lift covers.

Solid-state automatic shut-off rain sensor units shall be installed for the irrigation controller enclosure cabinets. Rain sensor units shall automatically interrupt the master remote control valves when approximately 3 mm of rain has fallen. The irrigation system shall automatically be enabled again when the accumulated rainfall evaporates from the rain sensor unit collection cup. Rain sensor units shall be rated 24 V (ac) to 30 V (ac). Static charge protection shall be included to protect against lightning damage.

Equipment, except for field wiring, shall be installed in the cabinet in a shop prior to field installation.

Irrigation controller enclosure cabinets will be measured by the unit as determined from actual count in place.

The contract unit price paid for irrigation controller enclosure cabinet shall include full compensation for furnishing all labor, materials (except for State-furnished materials), tools, equipment (including rain sensor units), and incidentals, and for doing all the work involved in fabricating and installing irrigation controller enclosure cabinets, complete in place, including constructing foundations, pads and conduits to pull box adjacent to cabinets, and installing equipment within the cabinets, except controllers, as shown on the plans, as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.

#### **SECTION 11. (BLANK)**

#### **SECTION 12. (BLANK)**

#### **SECTION 13. (BLANK)**



## SECTION 14 FEDERAL REQUIREMENTS FOR FEDERAL-AID CONSTRUCTION PROJECTS

**GENERAL.**—The work herein proposed will be financed in whole or in part with Federal funds, and therefore all of the statutes, rules and regulations promulgated by the Federal Government and applicable to work financed in whole or in part with Federal funds will apply to such work. The "Required Contract Provisions, Federal-Aid Construction Contracts, "Form FHWA 1273, are included in this Section 14. Whenever in said required contract provisions references are made to "SHA contracting officer", "SHA resident engineer", or "authorized representative of the SHA", such references shall be construed to mean "Engineer" as defined in Section 1-1.18 of the Standard Specifications.

**PERFORMANCE OF PREVIOUS CONTRACT.**—In addition to the provisions in Section II, "Nondiscrimination," and Section VII, "Subletting or Assigning the Contract," of the required contract provisions, the Contractor shall comply with the following:

The bidder shall execute the CERTIFICATION WITH REGARD TO THE PERFORMANCE OF PREVIOUS CONTRACTS OR SUBCONTRACTS SUBJECT TO THE EQUAL OPPORTUNITY CLAUSE AND THE FILING OF REQUIRED REPORTS located in the proposal. No request for subletting or assigning any portion of the contract in excess of \$10,000 will be considered under the provisions of Section VII of the required contract provisions unless such request is accompanied by the CERTIFICATION referred to above, executed by the proposed subcontractor.

**NON-COLLUSION PROVISION.**—The provisions in this section are applicable to all contracts except contracts for Federal Aid Secondary projects.

Title 23, United States Code, Section 112, requires as a condition precedent to approval by the Federal Highway Administrator of the contract for this work that each bidder file a sworn statement executed by, or on behalf of, the person, firm, association, or corporation to whom such contract is to be awarded, certifying that such person, firm, association, or corporation has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the submitted bid. A form to make the non-collusion affidavit statement required by Section 112 as a certification under penalty of perjury rather than as a sworn statement as permitted by 28, USC, Sec. 1746, is included in the proposal.

**PARTICIPATION BY MINORITY BUSINESS ENTERPRISES IN SUBCONTRACTING.**—Part 23, Title 49, Code of Federal Regulations applies to this Federal-aid project. Pertinent sections of said Code are incorporated in part or in its entirety within other sections of these special provisions.

### Schedule B—Information for Determining Joint Venture Eligibility

(This form need not be filled in if all joint venture firms are minority owned.)

1. Name of joint venture \_\_\_\_\_
2. Address of joint venture \_\_\_\_\_
3. Phone number of joint venture \_\_\_\_\_
4. Identify the firms which comprise the joint venture. (The MBE partner must complete Schedule A.) \_\_\_\_\_  
\_\_\_\_\_  
  - a. Describe the role of the MBE firm in the joint venture. \_\_\_\_\_
  - b. Describe very briefly the experience and business qualifications of each non-MBE joint venturer: \_\_\_\_\_  
\_\_\_\_\_
5. Nature of the joint venture's business \_\_\_\_\_
6. Provide a copy of the joint venture agreement.
7. What is the claimed percentage of MBE ownership? \_\_\_\_\_
8. Ownership of joint venture: (This need not be filled in if described in the joint venture agreement, provided by question 6.).
  - a. Profit and loss sharing.
  - b. Capital contributions, including equipment.
  - c. Other applicable ownership interests.

9. Control of and participation in this contract. Identify by name, race, sex, and "firm" those individuals (and their titles) who are responsible for day-to-day management and policy decision making, including, but not limited to, those with prime responsibility for:

a. Financial decisions \_\_\_\_\_

b. Management decisions, such as:

(1) Estimating \_\_\_\_\_

(2). Marketing and sales \_\_\_\_\_

(3). Hiring and firing of management personnel \_\_\_\_\_

(4) Purchasing of major items or supplies \_\_\_\_\_

c. Supervision of field operations \_\_\_\_\_

Note.—If, after filing this Schedule B and before the completion of the joint venture's work on the contract covered by this regulation, there is any significant change in the information submitted, the joint venture must inform the grantee, either directly or through the prime contractor if the joint venture is a subcontractor.

#### **Affidavit**

"The undersigned swear that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venturer in the undertaking. Further, the undersigned covenant and agree to provide to grantee current, complete and accurate information regarding actual joint venture work and the payment therefor and any proposed changes in any of the joint venture arrangements and to permit the audit and examination of the books, records and files of the joint venture, or those of each joint venturer relevant to the joint venture, by authorized representatives of the grantee or the Federal funding agency. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

_____ Name of Firm	_____ Name of Firm
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_, to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, 19 \_\_, before me appeared (Name) \_\_\_\_\_ to me personally known, who, being duly sworn, did execute the foregoing affidavit, and did state that he or she was properly authorized by (Name of firm) \_\_\_\_\_ to execute the affidavit and did so as his or her free act and deed.

Notary Public \_\_\_\_\_

Commission expires \_\_\_\_\_

[Seal]

**REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS**

**I. GENERAL**

1. These contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.
3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.
4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;  
Section IV, paragraphs 1, 2, 3, 4, and 7;  
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the DOL, or the contractor's employees or their representatives.
6. **Selection of Labor:** During the performance of this contract, the contractor shall not:
  - a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or
  - b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

**II. NONDISCRIMINATION**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

1. **Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, and 41 CFR 60) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:
  - a. The contractor will work with the State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.
  - b. The contractor will accept as his operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall

include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO and who must be assigned adequate authority and responsibility to do so.
3. **Dissemination of Policy:** All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:
  - a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.
  - b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.
  - c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minority group employees.
  - d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.
  - e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.
4. **Recruitment:** When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minority groups in the area from which the project work force would normally be derived.
  - a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group applicants may be referred to the contractor for employment consideration.
  - b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)
  - c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group applicants will be discussed with employees.
5. **Personnel Actions:** Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:
  - a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

- b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.
  - c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.
  - d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with his obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of his avenues of appeal.
6. Training and Promotion:
- a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.
  - b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.
  - c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.
  - d. The contractor will periodically review the training and promotion potential of minority group and women employees and will encourage eligible employees to apply for such training and promotion.
7. **Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use his/her best efforts to obtain the cooperation of such unions to increase opportunities for minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. Actions by the contractor either directly or through a contractor's association acting as agent will include the procedures set forth below:
- a. The contractor will use best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.
  - b. The contractor will use best efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.
  - c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the SHA and shall set forth what efforts have been made to obtain such information.
  - d. In the event the union is unable to provide the contractor with a reasonable flow of minority and women referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the SHA.

8. **Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:** The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment.
- a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.
  - b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.
  - c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.
9. **Records and Reports:** The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.
- a. The records kept by the contractor shall document the following:
    - (1) The number of minority and non-minority group members and women employed in each work classification on the project;
    - (2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women;
    - (3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and
    - (4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.
  - b. The contractors will submit an annual report to the SHA each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

### III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

- a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.
- b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, time clocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

- c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

#### **IV. PAYMENT OF PREDETERMINED MINIMUM WAGE**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

##### **1. General:**

- a. All mechanics and laborers employed or working upon the site of the work will be paid unconditionally and not less often than once a week and without subsequent deduction or rebate on any account [except such payroll deductions as are permitted by regulations (29 CFR 3)] issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c) the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in paragraphs 4 and 5 of this Section IV.
- b. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein, provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed.
- c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

##### **2. Classification:**

- a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.
- b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:
  - (1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;
  - (2) the additional classification is utilized in the area by the construction industry;
  - (3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and
  - (4) with respect to helpers, when such a classification prevails in the area in which the work is performed.
- c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour Administrator, or an authorized



representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

- d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. Said Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary
- e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

### **3. Payment of Fringe Benefits:**

- a. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.
- b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, provided, that the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

### **4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:**

- a. Apprentices:
  - (1) Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.
  - (2) The allowable ratio of apprentices to journeyman-level employees on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any employee listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate listed in the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor or subcontractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.
  - (3) Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator for the Wage and Hour Division determines that a different

practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

- (4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

- (1) Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the DOL, Employment and Training Administration.
- (2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.
- (3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.
- (4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under an approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

**5. Apprentices and Trainees (Programs of the U.S. DOT):**

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**6. Withholding:**

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements which is held by the same prime contractor, as much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or

part of the wages required by the contract, the SHA contracting officer may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

**7. Overtime Requirements:**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**8. Violation:**

**Liability for Unpaid Wages; Liquidated Damages:** In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory) for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

**9. Withholding for Unpaid Wages and Liquidated Damages:**

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 8 above.

## **V. STATEMENTS AND PAYROLLS**

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

**1. Compliance with Copeland Regulations (29 CFR 3):**

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

**2. Payrolls and Payroll Records:**

- a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.
- b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof of the types described in Section 1(b)(2)(B) of the Davis Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis Bacon Act, the contractor and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing

apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

- c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.
- d. Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his/her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:
  - (1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;
  - (2) that such laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in the Regulations, 29 CFR 3;
  - (3) that each laborer or mechanic has been paid not less than the applicable wage rate and fringe benefits or cash equivalent for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.
- e. The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 2d of this Section V.
- f. The falsification of any of the above certifications may subject the contractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.
- g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

## **VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR**

- 1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:
  - a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.
  - b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

- c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.
2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

#### **VII. SUBLETTING OR ASSIGNING THE CONTRACT**

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the State. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635).
  - a. "Its own organization" shall be construed to include only workers employed and paid directly by the prime contractor and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor, assignee, or agent of the prime contractor.
  - b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid on the contract as a whole and in general are to be limited to minor components of the overall contract.
2. The contract amount upon which the requirements set forth in paragraph 1 of Section VII is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.
3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the SHA contracting officer determines is necessary to assure the performance of the contract.
4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the SHA contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

#### **VIII. SAFETY: ACCIDENT PREVENTION**

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the SHA contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.
2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).
3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 333).

## **IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, the following notice shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

### **Notice To All Personnel Engaged On Federal-Aid Highway Projects**

18 U.S.C. 1020 READS AS FOLLOWS:

"Whoever being an officer, agent, or employee of the United States, or any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined not more than \$10,000 or imprisoned not more than 5 years or both."

## **X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 et seq., as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.
2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.
3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.
4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

## **XI. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

### **1. Instructions for Certification - Primary Covered Transactions:**

(Applicable to all Federal-aid contracts - 49 CFR 29)

Contract No. «Dist»-«Contract\_No»

- a. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.
- d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- f. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.
- i. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- j. Except for transactions authorized under paragraph f of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Primary Covered Transactions**

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1b of this certification; and
  - d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## **2. Instructions for Certification - Lower Tier Covered Transactions:**

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

- a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.
- b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.
- d. The terms "covered transaction," "debarred," "suspended," "ineligible," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
- e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
- f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
- h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is



not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

- i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion — Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

#### **XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

(Applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 - 49 CFR 20)

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## FEDERAL-AID FEMALE AND MINORITY GOALS

In accordance with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-aid Construction Contracts" the following are the goals for female utilization:

Goal for Women (applies nationwide).....(percent)	6.9
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The following are goals for minority utilization:

### CALIFORNIA ECONOMIC AREA

		<b>Goal (Percent)</b>
<b>174</b>	<b>Redding, CA:</b>	
	Non-SMSA Counties	6.8
	CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama.	
<b>175</b>	<b>Eureka, CA</b>	
	Non-SMSA Counties	6.6
	CA Del Norte; CA Humboldt; CA Trinity.	
<b>176</b>	<b>San Francisco-Oakland-San Jose, CA:</b>	
	SMSA Counties:	
	7120 Salinas-Seaside-Monterey, CA	28.9
	CA Monterey.	
	7360 San Francisco-Oakland	25.6
	CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo.	
	7400 San Jose, CA	19.6
	CA Santa Clara.	
	7485 Santa Cruz, CA.	14.9
	CA Santa Cruz.	
	7500 Santa Rosa, CA	9.1
	CA Sonoma.	
	8720 Vallejo-Fairfield- Napa, CA	17.1
	CA Napa; CA Solano	
	Non-SMSA Counties	23.2
	CA Lake; CA Mendocino; CA San Benito	
<b>177</b>	<b>Sacramento, CA:</b>	
	SMSA Counties:	
	6920 Sacramento, CA	16.1
	CA Placer; CA Sacramento; CA Yolo.	
	Non-SMSA Counties	14.3
	CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba.	
<b>178</b>	<b>Stockton-Modesto, CA:</b>	
	SMSA Counties:	
	5170 Modesto, CA	12.3
	CA Stanislaus.	
	8120 Stockton, CA	24.3
	CA San Joaquin.	
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne.	

		<b>Goal (Percent)</b>
<b>179</b>	<b>Fresno-Bakersfield, CA</b>	
	SMSA Counties:	
	0680 Bakersfield, CA	19.1
	CA Kern.	
	2840 Fresno, CA	26.1
	CA Fresno.	
	Non-SMSA Counties	23.6
	CA Kings; CA Madera; CA Tulare.	
<b>180</b>	<b>Los Angeles, CA:</b>	
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	11.9
	CA Orange.	
	4480 Los Angeles-Long Beach, CA	28.3
	CA Los Angeles.	
	6000 Oxnard-Simi Valley-Ventura, CA	21.5
	CA Ventura.	
	6780 Riverside-San Bernardino-Ontario, CA.	19.0
	CA Riverside; CA San Bernardino.	
	7480 Santa Barbara-Santa Maria-Lompoc, CA	19.7
	CA Santa Barbara.	
	Non-SMSA Counties	24.6
	CA Inyo; CA Mono; CA San Luis Obispo.	
<b>181</b>	<b>San Diego, CA:</b>	
	SMSA Counties	
	7320 San Diego, CA.	16.9
	CA San Diego.	
	Non-SMSA Counties	18.2
	CA Imperial.	

In addition to the reporting requirements set forth elsewhere in this contract the Contractor and subcontractors holding subcontracts, not including material suppliers, of \$10,000 or more, shall submit for every month of July during which work is performed, employment data as contained under Form FHWA PR-1391 (Appendix C to 23 CFR, Part 230), and in accordance with the instructions included thereon.